

INSURED COPY GILL FR *R 37WALTO056274 015601
RENEWAL OF POLICY FO 0131681

PREFERRED FARM AND RANCH



RENEWAL DECLARATION * * EFFECTIVE 05/09/2015

POLICY NUMBER FO 0131681	POLICY PERIOD FROM 05/09/2015 TO 05/09/2016	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY STATE AUTOMOBILE MUTUAL	AGENCY 56274	PROD 00
NAMED INSURED AND ADDRESS RANDY S AND WENDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601		AGENT WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601 724-834-0605		
<p>LOC #1 BARN #2 (2,800 SQ')</p> <p>COV D - BARNS, FARM BUILDINGS, STRUCTURES LIMIT PREMIUM \$35,000 \$202.00</p> <p>FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF4534 01/11.</p>				
<p>BROAD PERILS, TYPE 2, AUTO/FARM DISCOUNT APPLIES, FRAME, CONSTRUCTED IN 1983, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, PRIME OF LIFE ENDORSEMENT APPLIES, EQUIPMENT BREAKDOWN COVERAGE APPLIES, UNDERWRITING TIER FACTOR APPLIES.</p> <p>LOC #1 IMPLEMENT SHED #1 (ITEM #3 5,440 SQ')</p> <p>COV D - BARNS, FARM BUILDINGS, STRUCTURES LIMIT PREMIUM \$18,000 \$102.00</p> <p>FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF4534 01/11.</p>				
<p>BROAD PERILS, TYPE 2, AUTO/FARM DISCOUNT APPLIES, FRAME, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, PRIME OF LIFE ENDORSEMENT APPLIES, EQUIPMENT BREAKDOWN COVERAGE APPLIES, UNDERWRITING TIER FACTOR APPLIES.</p> <p>LOC #1 IMPLEMENT SHED #2 (ITEM #4 5,440 SQ')</p> <p>COV D - BARNS, FARM BUILDINGS, STRUCTURES LIMIT PREMIUM \$18,000 \$102.00</p> <p>FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF4534 01/11.</p>				
<p>SCHEDULED MACHINERY, AUTO/FARM DISCOUNT APPLIES, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, PRIME OF LIFE ENDORSEMENT APPLIES, EQUIPMENT BREAKDOWN COVERAGE APPLIES, UNDERWRITING TIER FACTOR APPLIES.</p> <p>LOC #1 EQUIPMENT - SEE SCHEDULE</p> <p>COV F - SCHED FARM PERSONAL PROPERTY LIMIT PREMIUM \$33,000 \$105.00</p> <p>FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF4534 01/11.</p>				
<p>SPECIAL PERILS, TYPE 2, AUTO/FARM DISCOUNT APPLIES, AUTOMATIC VALUE-UP AT RENEWAL, MASONRY, CONSTRUCTED IN 1960, INFLATION GUARD IS 2.6%, PROTECTION CLASS 06, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, BROAD PERILS COVERAGE B, PRIME OF LIFE ENDORSEMENT APPLIES, UNDERWRITING TIER FACTOR APPLIES.</p> <p>PAGE 2 ---CONTINUE ON NEXT PAGE---</p>				

31 * 0000056274FO001316810110*

PLAINTIFF'S
EXHIBIT
1

08


 INSURED COPY GILL FR *R 37WALTO056274 015601
 RENEWAL OF POLICY FO 0131681

PREFERRED FARM AND RANCH

RENEWAL DECLARATION * * EFFECTIVE 05/09/2015

POLICY NUMBER FO 0131681	POLICY PERIOD FROM 05/09/2015 TO 05/09/2016	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY STATE AUTOMOBILE MUTUAL	AGENCY 56274	PROD 00
NAMED INSURED AND ADDRESS RANDY S AND WENDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601		AGENT WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601 724-834-0605		
FORMS AND ENDORSEMENTS - MF002 06/14*, PF4010 05/11, FM122PA 12/09, AU303 01/13*, PF397 06/14*, FM0455 09/09, PF4553 10/11.				
POLICY PERIOD - 12:01 AM STANDARD TIME AT THE RESIDENCE PREMISES. COVERAGE AT THE LOCATIONS DESCRIBED BELOW IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN AND/OR A PREMIUM IS STATED.				
SECTION I - PROPERTY COVERAGES				
SPECIAL PERILS, TYPE 1, AUTO/FARM DISCOUNT APPLIES, AUTOMATIC VALUE-UP AT RENEWAL, FRAME, CONSTRUCTED IN 1890, INFLATION GUARD IS 2.6%, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, SPECIAL PERILS PERSONAL PROPERTY APPLIES, REPLACEMENT COST PERSONAL PROPERTY APPLIES, PRIME OF LIFE ENDORSEMENT APPLIES, UNDERWRITING TIER FACTOR APPLIES.				
LOC #1 PRIMARY DWELLING 113 GILLIS LANE-GREENSBURG, PA				
COV A - DWELLING(S)	LIMIT	PREMIUM		
COV A1 - PRIVATE STRUCTURES COVERAGE	\$280,100	\$648.00		
COV B - PERSONAL PROPERTY	\$28,010	INCL		
COV C - LOSS OF USE	\$196,100	INCL		
	\$56,020	INCL		
FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF380 09/09, PF374 09/09, FM4002 10/11, PF757 02/12*, PF852 02/12*.				
BROAD PERILS, TYPE 2, AUTO/FARM DISCOUNT APPLIES, FRAME, CONSTRUCTED IN 1946, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, PRIME OF LIFE ENDORSEMENT APPLIES, EQUIPMENT BREAKDOWN COVERAGE APPLIES, UNDERWRITING TIER FACTOR APPLIES.				
LOC #1 MAIN BARN (2,520 SQ')				
COV D - BARNS, FARM BUILDINGS, STRUCTURES	LIMIT	PREMIUM		
	\$35,000	\$202.00		
FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*, PF4534 01/11.				
BROAD PERILS, TYPE 2, AUTO/FARM DISCOUNT APPLIES, FRAME, CONSTRUCTED IN 1955, PROTECTION CLASS 09, COUNTY WESTMORELAND, DEDUCTIBLE AMOUNT IS \$500, PRIME OF LIFE ENDORSEMENT APPLIES, EQUIPMENT BREAKDOWN COVERAGE APPLIES, UNDERWRITING TIER FACTOR APPLIES.				
PAGE 1	---CONTINUE ON NEXT PAGE---			

BILBAO/12 LANDSCAPE TAGS



F00013100101000562/413100011000027



31 * 00000056274F000131681010*



INSURED COPY GILL FR *R 37 WALTO056274 015601
RENEWAL OF POLICY FO 0131681

PREFERRED FARM AND RANCH

RENEWAL DECLARATION * * EFFECTIVE 05/09/2015

POLICY NUMBER FO 0131681	POLICY PERIOD FROM 05/09/2015 TO 05/09/2016	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY STATE AUTOMOBILE MUTUAL	AGENCY 56274	PROD 00
NAMED INSURED AND ADDRESS RANDY S AND WENDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601		AGENT WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601 724-834-0605		

SUMMARY OF COVERAGES

SECTION I - PROPERTY COVERAGES

		PREMIUM
COV A - DWELLING(S)		\$926.00
COV A1 - PRIVATE STRUCTURES COVERAGE		INCL
COV B - PERSONAL PROPERTY		INCL
COV C - LOSS OF USE		INCL
COV D - BARN, FARM BUILDINGS, STRUCTURES	\$106,000	\$608.00
COV F - SCHED FARM PERSONAL PROPERTY	\$33,000	\$105.00

SECTION II - LIABILITY COVERAGES

		PREMIUM
COV G - FARM PERSONAL LIABILITY		\$97.00
FIRE LEGAL LIABILITY		INCL
LIVESTOCK COLLISION (PER HEAD)		INCL
COV H - MEDICAL PAYMENTS TO OTHERS		\$14.00
COV I - FARM EMPLOYERS LIABILITY		EXCL
COV J - FARM EMPLOYEE'S MEDICAL		EXCL

TOTAL BASIC PREMIUM	- - - - -	\$1,750.00
TOTAL ADDITIONAL PREMIUMS	- - - - -	\$447.00
TOTAL ANNUAL TERM PREMIUM	- - - - -	\$2,197.00

PAGE 5

AUTHORIZED SIGNATURE

03/26/2015
DATE

INSURED COPY GILL FR *R 37WALTO056274 015601
RENEWAL OF POLICY FO 0131681

PREFERRED FARM AND RANCH



RENEWAL DECLARATION * * EFFECTIVE 05/09/2015

POLICY NUMBER FO 0131681	POLICY PERIOD FROM 05/09/2015 TO 05/09/2016	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY STATE AUTOMOBILE MUTUAL	AGENCY 56274	PROD 00																								
NAMED INSURED AND ADDRESS RANDY S AND WENDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601		AGENT WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601 724-834-0605																										
<p>APPLIES.</p> <p>LOC #2 TENANT DWELLING 2021 ROUTE 819-GREENSBURG, PA</p> <table> <thead> <tr> <th></th> <th>LIMIT</th> <th>PREMIUM</th> </tr> </thead> <tbody> <tr> <td>COV A - DWELLING(S)</td> <td>\$179,600</td> <td>\$278.00</td> </tr> <tr> <td>COV A1 - PRIVATE STRUCTURES COVERAGE</td> <td>\$17,960</td> <td>INCL</td> </tr> <tr> <td>COV B - PERSONAL PROPERTY</td> <td>\$0</td> <td>INCL</td> </tr> <tr> <td>COV C - LOSS OF USE</td> <td>\$35,920</td> <td>INCL</td> </tr> </tbody> </table> <p>FORMS AND ENDORSEMENTS - FM199PA 10/11, FM512 06/14*.</p>						LIMIT	PREMIUM	COV A - DWELLING(S)	\$179,600	\$278.00	COV A1 - PRIVATE STRUCTURES COVERAGE	\$17,960	INCL	COV B - PERSONAL PROPERTY	\$0	INCL	COV C - LOSS OF USE	\$35,920	INCL									
	LIMIT	PREMIUM																										
COV A - DWELLING(S)	\$179,600	\$278.00																										
COV A1 - PRIVATE STRUCTURES COVERAGE	\$17,960	INCL																										
COV B - PERSONAL PROPERTY	\$0	INCL																										
COV C - LOSS OF USE	\$35,920	INCL																										
<p>DESCRIPTION OF ADDITIONAL COVERAGES - - - - -</p> <p>ADDITIONAL RESIDENCE RENTED TO OTHER PF374 ONE FAMILY UNIT. TENANT DWELLING - 1 RENTAL UNIT 2021 ROUTE 819-GREENSBURG, PA</p> <p>UNLICENSED FARM TRUCK LIABILITY FM4002 1974 FORD F500 #F50CVU21391 CERT #070055 EXP 10/15</p> <p>1996 FORD F150 #1FTEF14Y9TLA07462 CERT #025526 EXP 01/15</p> <p>EXTRA-SECURITY ENDORSEMENT PF757</p> <p>ULTRA-SECURITY ENDORSEMENT PF852</p>																												
<p>SECTION II - LIABILITY COVERAGES</p> <table> <tbody> <tr> <td>COV G - FARM PERSONAL LIABILITY</td> <td>\$1,000,000</td> <td>PREMIUM \$97.00</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$100,000</td> <td>INCL</td> </tr> <tr> <td>LIVESTOCK COLLISION (PER HEAD)</td> <td>\$500</td> <td>INCL</td> </tr> <tr> <td>COV H - MEDICAL PAYMENTS TO OTHERS</td> <td>\$5,000</td> <td>\$14.00</td> </tr> <tr> <td>COV I - FARM EMPLOYERS LIABILITY</td> <td></td> <td>EXCL</td> </tr> <tr> <td>COV J - FARM EMPLOYEE'S MEDICAL</td> <td></td> <td>EXCL</td> </tr> <tr> <td>TOTAL ACRES</td> <td>223</td> <td></td> </tr> <tr> <td colspan="2">TOTAL LIABILITY COVERAGE</td> <td>\$111.00</td> </tr> </tbody> </table>					COV G - FARM PERSONAL LIABILITY	\$1,000,000	PREMIUM \$97.00	FIRE LEGAL LIABILITY	\$100,000	INCL	LIVESTOCK COLLISION (PER HEAD)	\$500	INCL	COV H - MEDICAL PAYMENTS TO OTHERS	\$5,000	\$14.00	COV I - FARM EMPLOYERS LIABILITY		EXCL	COV J - FARM EMPLOYEE'S MEDICAL		EXCL	TOTAL ACRES	223		TOTAL LIABILITY COVERAGE		\$111.00
COV G - FARM PERSONAL LIABILITY	\$1,000,000	PREMIUM \$97.00																										
FIRE LEGAL LIABILITY	\$100,000	INCL																										
LIVESTOCK COLLISION (PER HEAD)	\$500	INCL																										
COV H - MEDICAL PAYMENTS TO OTHERS	\$5,000	\$14.00																										
COV I - FARM EMPLOYERS LIABILITY		EXCL																										
COV J - FARM EMPLOYEE'S MEDICAL		EXCL																										
TOTAL ACRES	223																											
TOTAL LIABILITY COVERAGE		\$111.00																										

INSURED COPY GILL FR *R 37WALTO056274 015601
RENEWAL OF POLICY FO 0131681

PREFERRED FARM AND RANCH

RENEWAL DECLARATION * * EFFECTIVE 05/09/2015

BHEAR012 LANDSCAPE TAGS

POLICY NUMBER FO 0131681	FROM 05/09/2015	TO 05/09/2016	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY STATE AUTOMOBILE MUTUAL	AGENCY 56274	PROD 00
NAMED INSURED AND ADDRESS RANDY S AND WENDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601			AGENT WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601 724-834-0605		

ADDITIONAL PREMIUMS

SPECIAL PERILS PERSONAL PROPERTY	\$55.00
REPLACEMENT COST PERSONAL PROPERTY	\$55.00
ADDITIONAL RESIDENCE RENTED TO OTHER PF374- 1 FAMILY UNIT	\$11.00
UNLICENSED FARM TRUCK LIABILITY FM4002	\$126.00
UNLICENSED FARM TRUCK LIABILITY FM4002	\$126.00
EXTRA-SECURITY ENDORSEMENT PF757	\$40.00
ULTRA-SECURITY ENDORSEMENT PF852	\$34.00

* 00000056274FO00131681010*

31



**STATE AUTO®**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

FARM AND RANCH POLICY**QUICK REFERENCE INDEX**

	PAGE NUMBER
AGREEMENT	2
SECTION I - PROPERTY COVERAGES	2
Coverage A - Dwelling	2
Coverage A1 - Private Structures	2
Coverage B - Personal Property	2
Coverage C - Loss of Use	3
Coverage D - Barns, Farm Buildings and Other Structures	4
Coverage E - Blanket Farm Personal Property	4
Coverage F - Scheduled Farm Personal Property	4
SECTION I - PERILS INSURED AGAINST	6
Basic Perils	6
Broad Perils	8
Special Perils	9
SECTION I ADDITIONAL COVERAGES	10
SECTION I EXCLUSIONS	14
SECTION I CONDITIONS	15
SECTION II-COMPREHENSIVE FARM LIABILITY	18
Coverage G - Farm Personal Liability	18
Coverage H - Medical Payments to Others	18
Coverage I - Farm Employers Liability	18
Coverage J - Farm Employees Medical Payments	18
SECTION II ADDITIONAL COVERAGES	19
SECTION II EXCLUSIONS	20
Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others (do not apply to bodily injury or property)	20
Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others (do not apply to bodily injury)	23
Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others (do not apply to property damage)	23
Coverage G - Farm Personal Liability	24
Coverage H - Medical Payments to Others	25
Coverage I - Farm Employers Liability/Coverage J Farm Employees Medical Payments	25
SECTION II CONDITIONS	26
GENERAL CONDITIONS	27
DEFINITIONS	29

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALT0056274 015601

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. Read the entire policy carefully to determine rights, duties and what is and is not covered.

In this policy, you and your refer to the named "insured" shown in the Declarations. If the "insured" is an individual you and your also refer to the spouse if a resident of the same household. We, us, and our, refer to the company providing this insurance. In addition, certain other words and phrases that appear in quotations marks have special meaning. Refer to the Definitions section

SECTION I - PROPERTY COVERAGES**COVERAGE A - DWELLING**

1. We cover any described dwelling shown in the declarations used as a private residence, including structures attached to the dwelling;
2. Materials and supplies located on or next to the "residence premises" used to construct, alter, or repair the dwelling;
3. Building equipment, fixtures, and outdoor equipment all pertaining to the service of the dwelling on the "residence premises".

This coverage does not apply to:

1. Land, including land on which the dwelling is located;
2. Water; or
3. Trees, shrubs, plants or lawns; outdoor radio equipment, TV antennas and satellite dishes; and private power and light poles except as provided under Section I - Additional Coverages.

COVERAGE A1 - PRIVATE STRUCTURES

We cover private structure(s) you own, including related building materials and supplies on the "residence premises", used as a private garage, utility building, or swimming pool or used solely to service a Coverage A dwelling described in this policy provided the structure is:

1. At the same location as the dwelling; and
2. Separated from the dwelling by clear space; or
3. Attached to it only by a fence, utility line or similar connection.

Property not Covered

Under Coverage A1, Covered property does not include:

1. Land (including land on which the private structures are located);
2. Water;
3. Structures (other than private garages) used for "farming", commercial use or living quarters;
4. Structures designed and constructed for "farming" and or commercial use or as living quarters that are "vacant" "unoccupied" or are no longer being used for their intended purpose;
5. Trees, shrubs, plants or lawns; outdoor radio equipment, TV antennas and satellite dishes; and private power and light poles except as provided under Section I - Additional Coverages; or
6. Buildings or structures separately described and specifically covered in whole or in part under another coverage of this or any other policy.

Perils Insured Against

We will pay for direct loss or damage to private structures as defined in paragraphs 1. and 2. above caused by the perils applicable to Coverage A.

Limit of Insurance

The most we will pay under the coverage provided by this endorsement for loss or damage in any one occurrence is the Limit of Insurance that is shown on the declaration page that applies to Coverage A1 Private Structures. This limit of insurance is a separate amount of additional insurance and does not reduce or increase the Coverage A limit of liability, regardless of the actual value of or existence of such other structures.

COVERAGE B - PERSONAL PROPERTY

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. A guest while the property is on the part of the "residence premises" occupied by an "insured";
2. A "residence employee" while in the service of the "insured" and while the property is on any "residence premises" occupied by an "insured" or while the property is in the custody of the "residence employee" and while in the "insured's" employ.



**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

Our limit of liability for personal property usually located:

1. At an "insured's" residence, other than the "residence premises", is 20 percent of the limit of liability for Coverage B. This limit does not apply to an "insured" as defined under Definitions item 13.,a.,1),c). Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there;
2. Elsewhere on an "insured location", other than the Coverage A - Dwelling or Coverage A1 - Private Structures, is 20 percent of the limit of liability for Coverage B.

Special Limits of Liability.

These limits do not increase the Coverage B limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. \$250 on money, banknotes, bullion, gold other than goldware, silver other than silverware, platinum, coins, and medals;
2. \$2,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, and stamps;
3. \$2,000 on watercraft, including their equipment, furnishings, outboard motors, and trailers;
4. \$2,000 on trailers not used with watercraft or for "farming" operations; and
5. In the event of loss by theft:
 - a. \$2,500 on furs, jewelry, precious and semiprecious stones, and watches;
 - b. \$3,000 on goldware, goldplated ware, silverware, silverplated ware, and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies, and the like; also other utilitarian items made of or containing silver, gold, or pewter; and
 - c. \$3,000 on firearms.
6. \$1,500 for loss of electronic devices or apparatus, while in or upon a "motor vehicle" or other motorized land conveyance, if the electronic device or apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic devices and apparatus includes:
 - a. Accessories and antennas; and
 - b. Tapes, wires, records, discs and other media;

Property Not Covered:

Under Coverage B, we do not cover:

1. Articles separately described and specifically covered under this or any other insurance;
2. Aircraft and aircraft parts, except model or hobby aircraft not used or designed to carry an operator, other person or cargo.
3. Any "motor vehicle" or motorized land conveyance or its equipment or accessories.
But Covered Property includes vehicles not licensed for road use that are:
 - a. Used only for servicing an "insured's" dwelling or "residence premises";
 - b. Designed and used for assisting the handicapped;
4. "Recreational motor vehicles"
5. Animals, birds, fish, worms, bees or other insects;
6. "Business" property;
7. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film, and tape, over or above their replacement value:
 - a. As prepackaged software programs; or
 - b. In unexposed or blank form, whichever is greater;
8. Electronic devices or apparatus designed to be operated solely by power from the electrical system of "motor vehicles" or motorized land conveyances of any kind, including:
 - a. Accessories and antennas; and
 - b. Tapes, wires, records, discs, or other media for use with any such device or apparatus;
 This exclusion applies only while the property is in or upon the vehicle or conveyance.
9. "Farm personal property," other than office fixtures, furniture, and office equipment;
10. The following property unless specifically scheduled on this policy:
 - a. Property rented or held for rental to others or furnished for "farm employees" by the "insured";
 - b. Property of roomers, boarders, and other tenants not related to an "insured";
 - c. Property rented or held for rental to others off the "residence premises";
 - d. Property held or carried as samples or for sale or for delivery after sale.

COVERAGE C - LOSS OF USE

The limit of liability for Coverage C is the total limit for all the coverages that follow.

1. Additional Living Expense

If a loss covered under Coverage A or Coverage B makes the dwelling in which you reside uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living, provided the uninhabitable quarters are located in:

- a. A "residence premises" covered under Coverage A of this policy; or

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

BLEARDVIZ LANDSCAPE TAGES

b. A "residence premises" in which Coverage B - Personal Property is located, if you are a tenant. Payment under this additional coverage will be for the shortest time required to repair or replace the damaged property or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Coverage A or Coverage B makes the dwelling which you rent to others or hold for rental to others as a residence uninhabitable, we will pay the Fair Rental Value loss you sustain, provided the uninhabitable quarters are located in a "residence premises" covered under Coverage A of this policy. We will not pay for any expenses that do not continue while the rental portion of the described dwelling is uninhabitable. Payment under this additional coverage will be for the shortest time required for repair or replacement of the damaged property.

3. Loss and Expense Due to Emergency Prohibition Against Occupancy

We will pay for the additional living expense or fair rental value loss you sustain if a civil authority prevents use of the "residence premises" because of direct damage to neighboring premises by a covered peril, provided the "residence premises" is covered under Coverage A of this policy. We will not pay parts of such loss or expense that are incurred:

- After a period of two weeks has elapsed; or
- Due to cancellation of a lease or agreement.

The period of our liability under Loss of Use is not limited by the expiration of this policy. No deductible applies to Coverage C.

COVERAGE D - BARNs, FARM BUILDINGS, AND OTHER STRUCTURES

We cover the following items when listed under Coverage D of this policy:

- Barns, farm buildings, additional farm dwellings, silos and other structures, including any attached sheds, permanent fixtures, foundations and electric wiring;
- Permanently attached ventilating equipment, plumbing, pumps (including well pumps), and tanks;
- Unless specifically insured, parts of milking equipment which are attached to a building which include any pumps, motors, stanchions, barn cleaners, pasteurizers, or any piping and bulk tanks;
- Materials and supplies on or next to an "insured location" which are to be used for the construction, alteration, or repair of any barn, building, or structure listed under Coverage D of this policy;
- "Improvements and betterments". If you are a tenant, we cover your use interest in the "improvements and betterments" you make at your expense to a building you do not own at the "insured location".
- Portable buildings and portable structures;
- All corrals, pens, chutes and fences (except field or pasture fences)

We do not cover:

- Land including land on which a building or structure is located;
- Water;
- Field or pasture fence; or
- Silos (including silo unloaders) whether or not attached to buildings listed under Coverage D, unless individually described under Coverage D.

COVERAGE E - BLANKET FARM PERSONAL PROPERTY COVERAGE AND COVERAGE F - SCHEDULED FARM PERSONAL PROPERTY COVERAGE

We cover "farm personal property" usual and incidental to a "farming" operation, if shown in the Declarations of this policy and while on an "insured location."

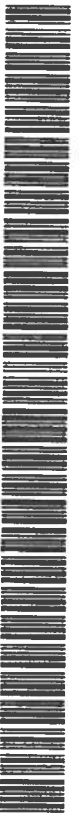
Items Covered Away From An "Insured Location".

The following items of "farm personal property" are also covered away from an "insured location":

- Grain, ground feed, fertilizer, fodder, hay, herbicides, manufactured and blended "livestock" feed, pesticides, silage, straw, threshed beans, and threshed seeds, except while:
 - Being stored or processed in commercial drying plants, manufacturing plants, public elevators, seed houses, or warehouses; or
 - In the custody of a common or contract carrier except as provided in Section I - Additional Coverages;
- "Livestock," except while:
 - In the custody of a common or contract carrier except as provided in Section I - Additional Coverages;
 - At public stock yards, sales barns, or sales yards; or
 - At packing plants or slaughterhouses;
- "Farm machinery", equipment, implements, tools, and supplies except while:
 - In the custody of a common or contract carrier except as provided in Section I - Additional Coverages; or
 - More than 100 miles from an "insured location."

00000056274F0001316810110*

31





STATE AUTO®
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

Property Not Covered - Coverage E Only.

We do not cover:

1. Household personal property usual or incidental to a dwelling;
2. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, file, and tape, over or above their replacement value:
 - a. As prepackaged software programs;
 - b. In unexposed or blank form;
 whichever is greater.
3. Animals other than "livestock";
4. Poultry, birds, bees, fish, or worms;
5. Racehorses, show horses, or show ponies;
6. Trees, plants, shrubs, or lawns;
7. Tobacco, cotton, vegetables, root crops, potatoes, bulbs, fruit, or nursery stock;
8. Crops in the open (harvested or unharvested) except as provided in the supplemental coverage;
9. Permanently installed contents of chicken fryer or broiler houses, laying houses, poultry brooder, or duck or turkey houses usual to their operation;
10. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, all-terrain vehicles, mobile homes, house trailers, vehicles primarily designed or licensed for road use (other than farm wagons and farm trailers), watercraft or aircraft, or the equipment, tires, or parts of any of these;
11. Fences, windmills, or wind chargers or their towers;
12. Bulk milk tanks, bulk feed tanks, or bins attached to buildings or structures; barn cleaners, pasteurizers, or boilers; any permanent fixtures within or attached to a building;
13. Outdoor radio or television equipment;
14. Portable buildings or portable structures;
15. Irrigation equipment; sawmill equipment;
16. Property separately described and specifically covered in whole or in part under another coverage of this or any other policy;
17. Cotton pickers, cotton strippers and cotton modules.
18. Land including permanent buildings and structures.
19. Any property listed on the Declarations or attached document under Coverage E Blanket Farm Personal Property - Excluded Property.

Special Provisions and Limits - Coverage E Only

The following supplemental coverages do not increase our limit of liability.

1. You may apply up to 10 percent of this limit of insurance for Coverage E (not as an additional amount of insurance) to cover the following:
 - a. Unharvested corn, wheat, oats, barley, rye, and other grains, flax, and soy beans (but not seed or forage crops, straw, or stubble) but only for the peril of fire or lightning;
 - b. Grain in stacks, swaths, or piles in the open; or
 - c. Hay, straw, and fodder in stacks, windrows, and bales in the open. We will pay no more than \$25,000 on any one stack of hay, straw or fodder.
Fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only covered perils for items b. and c. A stack means grain, hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other grain, hay, straw or fodder in the open.
2. The most we will pay for loss of or damage to "livestock" insured under Coverage E is:
 - a. \$1,500 on any one head of "livestock" under one year of age at the time of loss; and
 - b. \$2,500 on any one head of "livestock" if over one year of age.

Coinsurance Clause - Coverage E Only

You must maintain insurance on all covered property for at least 80 percent of the total actual cash value of all covered property at the time of loss. If you fail to do this, we will only pay the percentage of loss determined by dividing the amount of insurance carried by the amount you should have carried to comply with this clause. When determining the actual cash value of all covered farm personal property, we will allow the following exceptions:

1. Newly acquired "farm machinery", equipment and vehicles will not be included in the value until 60 days after the date acquired.
2. If a total claim under Coverage E is less than \$40,000, we will not require a special inventory or appraisal of the damaged property. This waiver does not change your obligation to maintain the amount of insurance described above.

In no event will we pay more than the amount necessary for repair or replacement.

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

BIBANDV2 LANDSCAPE TAGS

Special Provisions and Limits - Coverage F Only

Under Coverage F, certain individual items of farm personal property are subject to special limits or provisions. These limits or provisions are part of and not in addition to limits of insurance shown in the Declarations and apply in excess of any applicable deductible.

1. The most we will pay on any item of miscellaneous farm equipment is \$3,000.
2. The most we will pay for loss of or damage to any one head of "livestock" (other than animals individually described and specifically covered under this coverage) is the least of the following amounts:
 - a. 120 percent of the amount obtained by dividing the total insurance on the class and type of animal involved by the number of head of that class and type owned by you at the time of loss;
 - b. The market value of the animal at the time it is destroyed or damaged; or
 - c. \$2,500.
3. When coverage is shown in the Declarations for poultry the most we will pay for loss to any one bird is its market value at the time of loss.

SECTION I - PERILS INSURED AGAINST**Basic Perils**

We will pay for direct loss or damage to property described for those perils listed below, and subject to all conditions, exclusions, and special limits described in Section I of this policy.

1. **Fire or lightning.**
2. **Windstorm or hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow, or sleet, whether driven by wind or not; or
 - c. Loss of or damage to:
 - 1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand, or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand, or dust enters; or
 - 2) Watercraft or their trailers, furnishings, equipment, or outboard motors unless within a fully enclosed building;
 - 3) Under Coverage E or Coverage F:
 - a) "Livestock" or poultry when caused by running into streams, ponds, or ditches or against fences or other objects, or from smothering or resulting directly or indirectly from fright;
 - b) "Livestock" or poultry when caused by freezing or smothering in blizzards or snowstorms; or
 - c) Dairy or farm products in the open other than hay, straw, or fodder.
3. **Explosion**, but under Coverage D, E, and F, this peril does not include loss or damage caused by or resulting from:
 - a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you or operated under your control;
 - b. Electric arcing;
 - c. Rupture or bursting water pipes;
 - d. Rupture, bursting, or operation of pressure relief devices;
 - e. Rupture or bursting due to swelling of the contents of any building or structure caused by water.
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft; Only direct loss from actual physical contact with covered property is covered. This also includes contact from objects falling from aircraft.
6. **Vehicles**, including an object thrown up by a vehicle. This does not include loss to fences, driveways, or walks. We will pay for loss if the fence, driveway or walk is appurtenant to a covered dwelling and the vehicle that caused the loss was not owned or operated by a resident of the dwelling.
7. **Smoke**, meaning sudden and accidental damage from smoke including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism**. This peril does not include loss of or damage to covered property if the "residence premises" or other buildings and structures on an "insured location" have been "vacant" for more than 30 consecutive days immediately before the loss.
9. **Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen. This peril does not include loss:
 - a. Committed by an "insured";
 - b. In or from a building or structure under construction or of materials and supplies for use in the construction until the building or structure is finished and occupied; or
 - c. From that part of your "residence premises" which you rent to someone who is not an "insured";

* 00000056274F000131681010*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

- d. By taking inventory;
- e. Due to wrongful conversion or embezzlement;
- f. Due to escape or disappearance of any "farm personal property" unless there is evidence that the property was stolen;
- g. Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation; or credit cards that are illegally obtained and or used;
- h. Due to unauthorized instructions to transfer property to any person or to any place;
- i. Due to the infidelity of your employee or persons to whom the insured property is entrusted.
- j. With respect to personal property away from the "insured location":
 - 1) Property at any residence owned by, rented to, or occupied by, an "insured," except while an "insured" is temporarily residing there. But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;
 - 2) Any watercraft, its furnishings, equipment, or outboard motors; or
 - 3) Trailers or campers.
- 10. **Sinkhole collapse.** We will pay for loss or damage caused by the sudden sinking or collapsing of earth supporting covered property. This sudden sinking or collapsing must result from subterranean voids created by the action of water on limestone or similar rock formation.
We do not cover:
 - a. The cost of filling the sinkhole; or
 - b. Sinking or collapsing of land into manmade underground cavities.
- 11. **Volcanic action,** meaning direct loss or damage resulting from the eruption of a volcano from:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.
 We do not cover removal of ash, dust, or particulate matter that does not cause direct physical loss to covered property.
- 12. **Collision or overturn.** We will pay for loss of or damage to covered "farm machinery" or implements caused by collision or overturn of that machinery or implements. Collision means accidental contact of the "farm machinery" or implements with another vehicle or object. Under the covered peril we will not pay for loss or damage:
 - a. To tires or tubes unless the damage is coincidental with other damage to the "farm machinery" or implement;
 - b. Caused by foreign objects taken into any "farm machinery".
 We will pay for loss of covered "livestock" caused by:
 - a. Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
 - b. "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along, or standing in a public road.
 But we will not pay for loss if a vehicle owned or operated by an "insured":
 - a. Collides with the vehicle on which the "livestock" are being transported; or
 - b. Strikes "livestock" crossing, moving along, or standing in a public road.
 We will pay for loss of or damage to "farm personal property" or personal property covered under Coverages B, E, and F caused by accidental collision or overturn of a transporting vehicle. Collision or overturn also includes loss arising from collapsing of bridges or culverts that are part of streets, roads or lanes.
- 13. **Death or destruction of covered "livestock",** caused by or resulting from:
 - a. Electrocution;
 - b. Attacks by dogs or wild animals. This peril does not include loss or damage:
 - 1) To sheep; or
 - 2) Caused by dogs or wild animals owned by you, your employees, or other persons residing on the "insured location";
 - c. Accidental shooting. This peril does not include loss or damage caused by you, any other "insured," your employees, or other persons residing on the "insured location";
 - d. Drowning. This cause of loss does not include loss resulting from the drowning of swine under 30 days old;
 - e. Loading/unloading accidents, meaning sudden, unforeseen and unintended events causing death to or the resulting destruction of "livestock" while being loaded on or unloaded from vehicles used, or to be used, to transport the "livestock". This cause of loss does not include loss caused by or resulting from disease; or

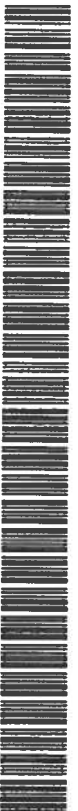


POLICY NUMBER

FO 0131681 01

31

- b. Shut off the water supply and drain the system or appliance of water.





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

However, if a building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

21. Sudden and accidental damage from artificially generated electrical current. This peril does not include loss to:

- a. Tubes, transistors, or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers.
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

Special Perils

When indicated on the Declarations we will insure against risks of direct physical loss of or damage to buildings, structures or contents insured under Coverage A - Dwelling, Coverage A1 - Private Structures, Coverage B - Personal Property or Coverage D - Barns, Farm Buildings, and Other Structures subject to the exclusions and conditions which follow.

Coverage is excluded for the following causes of loss:

1. Loss excluded by the Exclusions in Section I of this policy;
2. Wear and tear, deterioration, inherent vice, hidden or latent defect, rust, corrosion, mold, decay, wet or dry rot;
3. Contamination, smog, smoke from agricultural smudging, or industrial operations;
4. Settling, cracking, shrinkage, or expansion including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
5. Birds, vermin, rodents, insects, or domestic animals;
6. Marring or scratching;
7. Mechanical breakdown;
8. Freezing, thawing, or pressure of weight of water or ice whether or not driven by wind, to any:
 - a. Foundation or retaining wall;
 - b. Pavement or patio;
 - c. Fence;
 - d. Swimming pool; or
 - e. Bulkhead, dock, pier or wharf.
9. Seepage or leakage on a repeated or continuous basis of liquids or steam from within a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or household appliance.
10. Freezing of a plumbing, heating, air conditioning, automatic fire protective system or of a household appliance or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the building is "vacant", "unoccupied," or being constructed unless the "insured" has used reasonable care to:
 - a. Maintain heat in the building; or
 - b. Shut off the water supply and drain the water from the plumbing, air conditioning, heating systems or appliance.

However, if a building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

11. Theft of building materials and supplies from any structure under construction and not occupied for its intended use.
 12. Discharge, dispersal, seepage, migration, release, or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by one or more of the Perils Insured Against.
 13. Vandalism and malicious mischief or glass breakage to any building "vacant" for more than 30 consecutive days prior to any loss. A building under construction is not considered "vacant".
 14. Dishonest or criminal acts committed by an "insured";
- We will cover loss by fire, explosion, smoke (except from agricultural smudging or industrial operations), "collapse" of a building, glass breakage, or water (except as excluded in item 1 above) and resulting from items 2 through 11 above.

In the event of water damage not otherwise excluded, from a plumbing heating, air conditioning, or home appliance, we:

1. Will pay the necessary cost of tearing out and replacing any part of the covered dwelling so that the damaged system or appliance can be repaired.
2. Will not pay the cost to repair any defect of the system or appliance.

Under Coverage B - Personal Property:

1. Involving "collapse", other than as provided in Broad Perils - 17. "Collapse". However, any ensuing loss to property described in Coverage B not excluded or excepted in this policy is covered.

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

B/EAROV2 LANDSCAPE TAGS

2. Breakage of:
- a) Eyeglasses, glassware, statuary, marble;
 - b) Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, camera and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- a) Fire, lightning, windstorm, hail;
 - b) Smoke, other than smoke from agricultural smudging or industrial operations;
 - c) Explosion, riot, civil commotion;
 - d) Aircraft, vehicles, vandalism and malicious mischief, earthquake or volcanic eruption;
 - e) "Collapse" of a building or any part of a building;
 - f) Water not otherwise excluded;
 - g) Theft or attempted theft, or
 - h) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - 1) A steam or hot water heating system;
 - 2) An air conditioning or automatic fire protective sprinkler system; or
 - 3) An appliance for heating water;
3. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow sleet or hail;
4. Refinishing, renovating or repairing property other than watches, jewelry and furs;
5. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
6. Destruction, confiscation or seizure by order of any government or public authority; or
- Section I Exclusions item 3. Water Damage is amended as follows:

The following paragraphs are added:

Water damage to property described in Coverage B away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage B on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather contributed in any way to produce the loss.

SECTION I - ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay your reasonable expense for the removal of:
- a. Debris of covered property if a peril insured against that applies to the damaged property causes the loss; or
 - b. Ash, dust, or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5 percent of that limit of liability is available for debris removal expense. This coverage does not include costs to extract "pollutants" from land or water; or remove, restore, or replace polluted land or water.

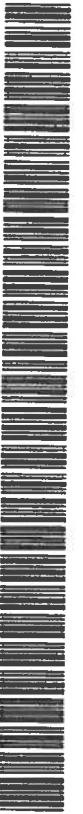
We will also pay the cost to remove fallen trees due to any of the perils that apply to Coverage B. The most we will pay in any one loss regardless of the number of fallen trees is \$1,000. No more than \$500 of this limit will be paid for the removal of any one tree. This additional coverage is additional insurance but does not apply to trees covered under Trees, Shrubs, Plants, and Lawns additional coverage item 5.

2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable peril insured against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable peril insured against. This coverage does not increase the limit of liability that applies to the covered property.
3. **Outdoor Radio and TV Equipment.** We will pay up to \$1,500 for loss to outdoor radio equipment, TV antennas, and satellite dishes attached to, next to or that services an insured dwelling or outbuilding. Special perils coverage applies. No deductible applies to this coverage.
4. **Refrigerated Products.** We will pay up to \$1,000 for loss of or damage to contents of a freezer or refrigerated unit on an "insured location" caused by a change in temperature due to:
- a. Interruption of electrical service to refrigeration equipment, caused by damage to generation or transmission equipment; or
 - b. Mechanical or electrical breakdown of a refrigeration system.
- We will not pay for loss or damage:
- a. To property not owned by you; or
 - b. If the refrigeration equipment is not maintained in proper working order.
- No deductible applies to this coverage.

00000056274F000131681010*

*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

- 5. Trees, Shrubs, Plants, and Lawns.** We cover trees, shrubs, plants, and lawns located within 250 feet of a covered dwelling but only if loss or damage is caused by the covered perils of fire or lightning, explosion, riot, civil commotion, aircraft, vehicles not owned or operated by a resident of the covered dwelling, vandalism, or theft. For all damaged or destroyed trees, shrubs, plants, or lawns located within 250 feet of a covered dwelling, the most we will pay is 10 percent of the Coverage B Limit of Insurance shown in the Declarations. However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn. We will not pay for loss of or damage to trees, shrubs, plants, or lawns grown for "business" or "farming" purposes.

We will pay up to \$750 for reasonable expense incurred by you in the removal of debris of trees, shrubs, plants, or lawns (except those grown for "farming" or "business" purposes) on your private lawn and within 250 feet of the dwelling, for loss caused by windstorm, hail, or weight of ice, snow, or sleet.

- 6. Fire Department Service Charge.** We will pay up to \$1,000 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a peril insured against. This coverage is additional insurance. No deductible applies to this coverage.

- 7. Glass Damage in Cabs.** We will pay under Coverages E and F for damage or breakage to glass in cabs of "farm machinery".

This includes:

- a. Cracks in the glass that may cause poor visibility; or
- b. Cause possible injury if not repaired.

No deductible applies to this coverage.

- 8. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed. We will also pay up to \$250 for towing charges to move a covered mobile home that is in danger from a peril insured against.

- 9. Farm Operation Records.** We will pay up to \$2,500 for expenses you incur to research and obtain data to reproduce, replace, or restore your damaged farm operation records. This coverage is an additional amount of insurance.

The following additional coverages 10. through 12. shall be excess insurance over any other valid or collectible insurance available.

- 10. Newly Acquired and Replacement "Farm Machinery".** We will provide, under Coverage F, up to \$50,000 for newly acquired and replacement "farm machinery" you acquire:

- a. During the policy period;
- b. During the last 30 days of the previous policy period and notice of acquisition has been given to us within 30 days after its acquisition.

For replacement this extension of coverage applies as an additional amount of insurance to the limit of liability shown for the item scheduled on the Declarations.

- 11. "Farm Machinery" and "Mobile Equipment" of Others.** We will provide coverage on "farm machinery" and "mobile equipment" not owned by the "insured" for a total amount not exceeding \$25,000 as an additional amount of insurance while in the care, custody or control of the "insured". This is primary insurance.

- 12. Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money.** We will pay up to \$1,500 for:

- a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal, or transfer of funds, issued to or registered in an "insured's" name;
- c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card;

if that resident or person has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss. We do not cover loss arising out of "business" pursuits or dishonesty of any "insured." This coverage is additional insurance. No deductible applies to this coverage.

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

REARVIEW MIRROR TACS

- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit to the enforcement of payment under the Forgery coverage.
- 13. Special Perils Coverage on "Farm Machinery".** We will cover direct physical loss of or damage to "farm machinery" covered under Coverages E and F when shown in the Declarations of this policy:
We will not cover any damage or loss;
- Caused by the intake of rock(s) or other foreign object(s) into harvesting or forage equipment if the loss or damage is reported more than 90 days following the loss or damage. We reserve the right to inspect any and all parts damaged as the result of intake of rock(s) or other foreign object(s) during the loss adjustment process. Failure to produce the parts on request will preclude coverage.
 - Caused by, resulting from, or contributed to any earth movement, including but not limited to earthquake, volcanic eruption, mudflow, earth sinking, rising, or shifting. We will pay for loss caused by fire or explosion which may develop from the above.
 - Caused by wear and tear, gradual deterioration, inherent vice, mechanical or electrical breakdown or failure, corrosion, rust, dampness, or freezing, unless such damage is the result of other loss covered by this policy.
 - Caused by any repairing, adjusting, servicing, or maintenance operation.
 - Caused by misappropriation, secretion, conversion, infidelity, or any dishonest act by an "insured", any other person who may have an interest in the property, or any employee of an "insured".
 - To tires and tubes unless loss or damage is caused by collision or overturn.
 - To tarpaulins.
 - To irrigation equipment.
- 14. Private Power and Light Poles.** We will pay up to \$1,500 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to private power and light poles, outside wiring, and attachments. Attachments include attached switchboxes, fuse boxes, and other electrical equipment mounted on poles you own at the "insured location." This coverage is excess of the deductible applicable to Coverage D.
- 15. New Construction.** We will pay up to \$50,000 for direct physical loss of or damage to new, permanent farm structures at the "insured location," including materials and supplies for use in their construction. This coverage extension applies only:
- To structures that are not otherwise covered under this or any other policy; and
 - To loss caused by aircraft, explosion, fire or lightning, riot or civil commotion, smoke, vandalism, vehicles, windstorm or hail.
- Insurance on each farm structure covered under this coverage will end as soon as any of the following takes place:
- You report values to us. (We will charge you an additional premium for values reported from the date construction begins or the materials and supplies are delivered.)
 - 60 days have elapsed since the first date of delivery of the materials and supplies.
 - This policy expires.
- 16. Damage from "Collapse" of Buildings - Coverage E Blanket Farm Personal Property and Coverage F Scheduled Farm Personal Property.**
- We will pay for direct physical loss or damage to covered "farm personal property", caused by "collapse" of a building or any part of a building that is covered under this policy and that contains "farm personal property" that is covered under this policy, if the "collapse" is caused by one or more of the following:
 - The basic and broad perils as listed in perils insured against;
 - Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to "collapse";
 - Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to "collapse";
 - Weight of people or personal property;
 - Weight of rain that collects on a roof;
 - Use of defective material or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation. However, if the "collapse" occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in paragraphs (1) through (5) we will pay for the loss or damage even if use of defective materials or methods, in construction, remodeling or renovation, contributes to the "collapse".

The criteria set forth in the definition of "collapse" does not limit the coverage otherwise provided under this additional coverage for the causes of loss listed in Paragraphs a.1), a.4), and a.5).
 - This additional coverage will not increase the limits of insurance applying to the damaged covered property.

00000056274F001316810110*

31



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

17. **"Improvements and Betterments"**. We cover under Coverage B the building "improvements and betterments" made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage is 10 percent of the limit of liability that applies to Coverage B. This coverage is additional insurance and is for your use interest in the "improvement and betterments" made at your expense to a building you do not own at an "insured location" and do not include items that may be legally removed by an "insured". In the event of a loss or damage we will settle based on the provisions that apply to Coverage B subject to the limit provided by this additional coverage.
18. **Grave Markers**. We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "insured location" for loss caused by a peril that applies to Coverage B. In the event of a loss or damage we will settle based on the provisions that apply to Coverage B subject to the limit provided by this additional coverage.
19. **Newly Acquired "Livestock"**. We will provide, under Coverage F, up to 25% of the total limits shown on the Declarations for all covered "livestock" for newly acquired "livestock" you acquire that are similar by class:
- During the policy period for 30 days after you acquire the "livestock" or until you report it to us, whichever occurs first; or
 - During the last 30 days of the previous policy period and notice of acquisition has been given to us within 30 days after its acquisition.
- You must report newly acquired "livestock" to us and pay the additional premium within 30 days of acquisition. The premium will be charged from the date the "livestock" is acquired.
20. **Property in the Custody of a Common or Contract Carrier**. We will pay for loss to property covered under Coverage E or Coverage F while in the custody of a common or contract carrier. The loss must be caused by a peril applicable to Coverage E or Coverage F. The most we will pay is \$1,500 per "occurrence".
21. **Signs**. We will pay for loss or damage to permanently installed outdoor signs related to the farming operation. Special Perils apply to this coverage. The most we will pay is \$500 per "occurrence". In the event of a loss or damage we will settle based on the provisions that apply to Coverage D subject to actual cash value.
22. **Ordinance or Law - Increased Cost**. We will pay for the increase in cost which results from the enforcement of any ordinance or law regulating the construction, repair or demolition of property or its debris when loss to property covered under Coverage A or A1 is caused by a peril insured against. A limit of 25% may be applied to the amount of coverage applicable to the damaged property to cover the increase cost. This increased cost is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the increased cost is more than the limit of liability for the damaged property, an additional 5 percent of that limit of liability is available for ordinance or law expense. This coverage does not include costs to extract "pollutants" from land or water; or remove, restore, or replace polluted land or water.
23. **Loss Assessment**.
- We will pay up to \$5,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a peril insured against under Coverage A, other than:
 - Earthquake; or
 - Land shock waves or tremors before, during or after a volcanic eruption.
 The limit of \$5,000 is the most we will pay with respect to any one loss regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.
 - We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
 - Item 1. Policy Period under General Conditions does not apply to this coverage.
- This coverage is additional insurance.
24. **Pollutant Clean-Up and Removal**
- We will pay your expense to extract "pollutants" from land or water at an "insured location" if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by, or resulting from, any Section I - Perils Insured Against that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days from the date the peril insured against occurs. This additional coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.
- The most we will pay under this additional coverage, for each location listed in the Declarations as an "insured location", is \$10,000 for the sum of all such expenses arising out of the peril insured against occurring during each separate 12-month period of this policy. No deductible applies to this coverage.

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

BINDER012 LANDSCAPE TAGS

25. Lock Replacement Coverage

We will pay up to \$500 for replacing the door lock(s) of the "residence premises" when the keys are stolen. You must notify us in writing within 72 hours of the discovery of the loss. No deductible applies to this coverage.

26. "Business" Property On the "Insured Location"

We will pay up to \$2,500 for damage to or loss of "business" property on the "insured location".

27. "Business" Property Off the "Insured Location"

We will pay up to \$2,500 for damage to or loss of "business" property off the "insured location".

SECTION I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. These exclusions apply whether basic, broad or special perils are indicated on the Declarations. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, including the cost of debris removal, unless specifically provided under this policy.

2. **Earth Movement**, whether from natural or artificial causes. Earth movement includes but is not limited to earthquake including land shock waves or tremors before, during, or after a volcanic eruption or explosion; landslide; mine subsidence; erosion, mudflow; earth sinking, rising, shifting, expanding or contracting. This exclusion does not apply to the peril of Sinkhole collapse.

We will pay for any ensuing loss from fire or explosion (other than volcanic eruption or explosion). We will also pay for the breakage of glass or safety glazing material which is part of a building or structure.

3. **Water Damage**, meaning:

- a. Flood, surface water, waves (including tidal waves and tsunamis), tides, tidal water, overflow of a body of water, or spray from any of these, all whether or not driven by wind (including storm surge).
- b. Water which backs up or overflows or is otherwise discharged from a sewer or drain; sump, sump pump or related equipment.
- c. Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool, or other structure.
- d. Mudslide or mudflow.
- e. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above items 3.a. through 3.e. is caused artificially or by an act of nature. This exclusion also applies to, but is not limited to, escape, overflow or discharge for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

Direct loss by fire, explosion (other than volcanic eruption or explosion), or theft resulting from any of the above is covered. Item 3.a. of this exclusion does not apply to death of "livestock" (except swine under 30 days old) by drowning or to "farm machinery" covered by item 13. under Section I - Additional Coverages.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "insured location". But if a Peril Insured Against ensues on the "insured location", we will pay only for that ensuing loss. This exclusion does not apply to Section I - Additional Coverage, Refrigerated Products.
5. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion, or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure, or use for a military purpose.
 - d. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
7. **"Nuclear Hazard"**, to the extent set forth in the Nuclear Hazard Clause of Section I - Conditions.
8. **Intentional Loss**, meaning any loss arising out of any act committed:
 - a. By or at the direction of an "Insured";
 - b. With the intent to cause a loss.
9. **Suffocation of "Livestock,"** meaning death to "livestock" resulting from suffocation caused by the failure of power or other utility service which occurs on or off an "insured location".
10. **Fire Loss Due to Tobacco Firing**, meaning fire loss of or damage to buildings, or contents usual to a tobacco barn, if the loss or damage:
 - a. Results from the use of open fire for curing or drying tobacco in the barn; and
 - b. Occurs during or within the five-day period following open-fire curing or drying.
11. **Governmental Action**, meaning loss which results from order of governmental authority, except as provided under Coverage C - Loss of Use. We will pay for loss or damage caused by or resulting from acts of governmental authority to prevent the spread of fire that is covered under this coverage form.

00000056274F0001316810110*

31



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

- 12. Weather Conditions, Acts or Decisions and Faulty Actions.** We will not pay for loss or damage which results from one or more of the following. However any ensuing loss not excluded is covered:
- Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in items 1. through 11. above.
 - Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - Materials used in repair, construction, renovation or remodeling; or
 - Maintenance:
 of part or all of any property on or off the "insured location".

SECTION I - CONDITIONS

- 1. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
 - For more than the applicable limit of liability.
- 2. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done. If failure to comply with the following duties is detrimental to us, we will have no duty to provide coverage under this policy:
 - Give prompt notice to us or our agent;
 - Notify the police in case of loss that is also a crime;
 - Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund transfer Card coverage;
 - As soon as possible, give us a description of how, when and where the loss or damage occurred;
 - Protect the property from further damage. If repairs to the property are required, you must:
 - Make reasonable and necessary repairs to protect the property; and
 - Keep an accurate record of repair expenses;
 - Prepare an inventory of damaged personal property showing the quantity, description, actual cash value, and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;
 - As often as we reasonably require:
 - Show the damaged property to us and allow us to take samples of damaged property for inspection, testing, and analysis;
 - Provide us with records and documents we request, and permit us to make copies; and
 - Submit to examination under oath while not in the presence of any other "insured" and sign the same;
 - Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - The time and cause of loss;
 - The interest of the "insured" and all others in the property involved and all liens on the property;
 - Other insurance which may cover the loss;
 - Changes in title or occupancy of the property during the term of the policy;
 - Specifications of damaged buildings and detailed repair estimates;
 - The inventory of damaged personal property described in 2.f. above;
 - Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money coverage, stating the amount and cause of loss.
 - Cooperate with us in the investigation or settlement of the claim and assist us to enforce any right of recovery which the "insured" may have against a party causing the loss.
- 3. Loss Settlement.** Covered property losses are settled as follows:
 - Property of the following types:
 - Personal property;
 - "Farm personal property";
 - Building and structures under Coverage D;
 - Awnings, household appliances, outdoor antennas, and outdoor equipment, whether or not attached to a dwelling.
 at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - Dwellings under Coverage A and Private Structures under Coverage A1 at Replacement cost without deduction for depreciation, subject to the following:
 - If, at the time of loss, the amount of insurance in this policy on the damaged dwelling is 80

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

BIBARDV12 LANDSCAPE TAGS

percent or more of the full replacement cost of the dwelling immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

- a) The limit of liability under this policy that applies to the dwelling;
 - b) The replacement cost of that part of the dwelling damaged for like construction and use on the same premises; or
 - c) The necessary amount actually spent to repair or replace the damaged dwelling.
- 2) If, at the time of loss, the amount of insurance in this policy on the damaged dwelling is less than 80 percent of the full replacement cost of the dwelling immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the dwelling:
- a) The actual cash value of that part of the dwelling damaged; or
 - b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the dwelling damaged, which the total amount of insurance in this policy on the damaged dwelling bears to 80 percent of the replacement cost of the dwelling.
- 3) To determine the amount of insurance required to equal 80 percent of the full replacement cost of the dwelling immediately before the loss, do not include the value of:
- a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - b) Those supports in a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - c) Underground flues, pipes, wiring, and drains.
- 4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of b.1) or b.2) above. However, if the cost to repair or replace the damage is both:
- a) Less than 5 percent of the amount of insurance in this policy on the dwelling; and
 - b) Less than \$2,500;
- We will settle the loss according to the provisions of b.1) and b.2) above whether or not actual repair or replacement is complete.
- 5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to dwellings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.
4. **Deductible.** We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable deductible shown in the Declarations. We will then pay only the amount of loss or damage in excess of that deductible up to the limit of liability. When an "occurrence" affects two or more items with different deductible amounts, the highest deductible amount applies. These conditions do not apply to specified coverages stated in the policy.
5. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between actual cash value of the property before and after the loss.
6. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
7. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:
- a. Pay its own appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
8. **Other Insurance and Service Agreement.** If a loss covered by this policy is also covered by:
- a. Other insurance, collectible or not, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
 - b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
9. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

* 00000056274F0001316810110*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

10. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may take all or any part of the damaged property at an agreed value or replace any part of the damaged property with like property.
11. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- Reach an agreement with you;
 - There is an entry of a final judgment; or
 - There is a filing of an appraisal award with us.
12. **Abandonment of Property.** We need not accept any property abandoned by an "insured."
13. **Mortgage and Lender's Loss Payable Clause.** The word mortgagee under this policy includes trustee. If a mortgagee is named in this policy, any loss payable for covered buildings will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees. If a lender is named in this policy, any loss payable on property on which the lender has an insurable interest will be paid to the lender and you, as interests appear. If we deny your claim that denial will not apply to a valid claim of the mortgagee or lender, if the mortgagee or lender:
- Notifies us of any change in ownership, occupancy, or substantial change in risk of which the mortgagee or lender is aware;
 - Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.
- Policy conditions relating to Appraisal, Suit Against Us, and Loss Payment apply to the mortgagee and lender. If we decide to cancel or not to renew this policy, the mortgagee or lender will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- Payment to Mortgagee** - If we pay the mortgagee for any loss and deny payment to you:
- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim; or
 - At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- Payment to the Lender** - If we pay the lender for any loss and deny payment to you:
- We are subrogated to all the rights of the lender to collect the debt from you. Subrogation will not impair the right of the lender to collect the rest of the debt from you; or
 - At our option we may pay the lender the remaining amount due plus the accrued interest. In this event we will receive a full assignment of the lender's interest and any instruments given as security for the debt.
- All terms of this policy apply to the mortgagee or lender unless changed by this clause.
14. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing, or moving property for a fee regardless of any other provision of this policy.
15. **"Nuclear Hazard" Clause.** Loss caused by the "nuclear hazard" will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I. This policy does not apply under Section I to loss caused directly or indirectly by "nuclear hazard", except that direct loss by fire resulting from the "nuclear hazard" is covered.
16. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you but you must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property subject to the limit of insurance.
17. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
18. **"Unoccupancy" and "Vacancy".** If a building or structure is "vacant" or "unoccupied" beyond a period of 120 consecutive days, the Limits of Insurance applicable to the building or structure and its contents will be automatically reduced by 50%, unless we extend the period of "vacancy" or "unoccupancy" by endorsement made a part of the applicable Coverage Form. Outbuildings which are in a seasonal state of vacancy or "unoccupancy" due to normal "farming" operations are not considered "vacant" or "unoccupied".
19. **Loss to Parts.** In case of loss or damage to a part of an item that consists of several parts when complete, we will only pay for the value of the lost or damaged part or the cost to repair or replace it.
20. **Insurance Under Two or More Coverages.** If two or more coverages provided under this policy apply to the same loss or damage, we will pay no more than the actual amount of the loss or damage.

**STATE AUTO®**
Insurance CompaniesINSURED COPY
POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

BH-BAROVIZ LANDSCAPE TAGES

- 21. Loss Payable Clause.** Loss under Section I of this policy will be adjusted with you and payable to you and the loss payee named as their interest may appear subject to all terms and conditions of the policy.
- 22. Coverage A Value Guard.** We may increase or decrease your amount of insurance for Coverage A, A1, B and C at the beginning of each renewal policy period. If an increase or decrease is taken the amount of change will be based on inflation factors received from recognized appraisal agencies, which reflect changes in the cost of construction. Payment of the renewal premium by you will constitute your acceptance of the revised limits on the renewal Declarations.

SECTION II - COMPREHENSIVE FARM LIABILITY**Coverage G - Farm Personal Liability**

If a claim is made or suit is brought against an "insured" for damages because of "bodily injury", "property damage", "personal injury", or "advertising injury" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damage for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured".
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate any "occurrence" and settle any resulting claim or suit at our discretion. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

Coverage H - Medical Payments to Others

We will pay necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." We will make these payments regardless of fault.

Medical expenses means reasonable charges for medical including first aid at the time of injury, surgical, X-ray, dental, ambulance, hospital, professional nursing, chiropractic, prosthetic device, hearing aids, prescription drugs, and funeral services.

This coverage applies only:

1. To a person on the "insured location" with the permission of an "insured";
2. To a person off the "insured location" if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" or a "farm employee" in the course of such employee's employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

Coverage I - Farm Employers Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" to a "farm employee" which arises in the course of the employee's employment by an "insured", caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against an "insured".
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

Coverage J - Farm Employees' Medical Payments

We will pay the necessary medical expenses resulting from "bodily injury" to "farm employees":

- a. Caused by an accident;
- b. That are incurred or medically ascertained within three years from the date of an accident;
- c. Which arises out of farming activities conducted for an "insured"; and
- d. While in the course of the "farm employee's" employment by an "insured".

We will pay these medical expenses regardless of fault. Medical expenses means reasonable charges for medical including first aid at the time of injury, surgical, X-ray, dental, ambulance, hospital, professional nursing, chiropractic, prosthetic device, hearing aids, prescription drugs, and funeral services.

* 00000056274F0001316810110*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. **Claim Expenses and Defense Cost.** If we defend a suit, or investigate or settle a claim, we pay:
 - a. Expenses we incur; and costs taxed against an "insured" in any suit we defend.
 - b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage G. We are not obligated to apply for or furnish any bond;
 - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day for assisting us in the investigation or defense of any claim or suit;
 - d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
 - e. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage G applies. We are not obligated to furnish these bonds.
 - f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability that applies, we will not pay any prejudgment interest based on that period of time after the offer.

These expenses will not reduce the limit of liability.
2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured".
3. **Damage to Property of Others.** We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured." We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by or rented to an "insured", a tenant of an "insured," or resident of your household;
 - c. Arising out of:
 - 1) "Business" activities engaged in by an "insured", except incidental "business" type exposures covered under this policy whether or not associated with "farming";
 - 2) Any act or omission in connection with a premises owned, rented, or controlled by an "insured", other than an "insured location"; or
 - 3) The ownership, maintenance, or use of:
 - a) A "Motor vehicle";
 - b) "Farm machinery";
 - c) Aircraft; or
 - d) Watercraft.
4. **Fire Legal Liability.** We will pay all sums you become legally obligated to pay for "property damage" to buildings, including permanent fixtures attached thereto, or parts of buildings while rented to you or temporarily occupied by you with permission of the owner. Such "property damage" must be due to fire, explosion, or smoke or smudge. Our limit of liability for this coverage for any one "occurrence" will be the amount shown on the Declarations. This does not cover "property damage" to premises you own. Section II - Exclusions 1.d. and 3.a. do not apply to this additional coverage.
5. **Livestock Collision Coverage.** We cover "livestock" an "insured" owns for loss by death from collision with a vehicle during the policy period. Such collision must occur while the animal is crossing over, moving along or standing in a public highway but, not while being transported. Our limit of liability for each animal will not exceed the amount shown on the Declarations or its market value, whichever is less.
6. **Loss Assessment.**
 - a. We will pay up to \$5,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - 1) "Bodily injury" or "property damage" not excluded from coverage under Section II - Exclusions; or
 - 2) Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - a) Is elected by the members of a corporation or association of property owners; and
 - b) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
 - b. Item 1. Policy Period under General - Conditions does not apply to this Loss Assessment Coverage.
 - c. Regardless of the number of assessments, the limit of \$5,000 is the most we will pay for loss arising out of:
 - 1) One "occurrence", including continuous or repeated exposure to substantially the same general harmful condition; or
 - 2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
 - d. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**STATE AUTO**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

SECTION II - EXCLUSIONS

- 1. Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others**, do not apply to "bodily injury" or "property damage":
- Expected or Intended Injury**
Which is expected, directed or intended by an "insured", but this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;
 - Business Pursuits**
Arising out of or in connection with a "business" engaged in by an "insured" or the rental or holding for rental of any part of any additional "residence premises" by an "insured". This exclusion does not apply to:
 - The occasional or part-time "business" activities of any self-employed "insured" under 21 years of age; or
 - The mutual exchange of home day-care services done without monetary compensation or the rendering of home day-care services by an "insured" for a relative of an "insured"; or
 - The rental or holding for rental of a "residence premises":
 - On an occasional basis if used only as a residence; and
 - In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders.
 - Incidental "business" type exposures covered under this policy whether or not associated with "farming";
 - Professional Services**
Arising out of the rendering of or failure to render professional services;
 - Rental, Ownership or Control of Premises**
Arising out of any premises owned, rented, or controlled by an "insured" which is not an "insured location" except as provided in Section II - Additional Coverages item 4. Fire Legal Liability. This exclusion does not apply to "bodily injury" sustained by a "residence employee" in the course of employment by the "insured";
 - Motor Vehicle**
Arising out of:
 - The ownership, maintenance, use, operation or loading or unloading of "motor vehicles" or all other motorized land conveyances, including trailers owned or operated by or rented or loaned to an "insured";
 - The entrustment by an "insured" of a "motor vehicle" or any other motorized land conveyance to any person; or
 - Statutorily imposed vicarious parental liability for the actions of a child or minor using a conveyance excluded in paragraphs 1) and 2) above.
 This exclusion does not apply to:
 - The following except while being towed by or carried on a motorized land conveyance designed for use on public roads:
 - Boats; and
 - The following types of trailers - utility, boat, camping, mobile home or travel;
 - A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and
 - Not owned by an "insured"; or
 - Owned by an "insured" and on an "insured location";
 - Parking a "motor vehicle" on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by, or rented or loaned to you or the "insured";
 - A motorized golf cart when used to play on a golf course;
 - A vehicle or conveyance not subject to "motor vehicle" registration:
 - Which is used to service a "residence premises"; or
 - By reason of its exclusive use as a device for assisting the handicapped; or
 - Which is in dead storage on or is used exclusively on the "insured location".
 - "Bodily injury" or "property damage" arising out of:
 - The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other "motor vehicle" insurance law where it is licensed or principally garaged; or
 - The operation of any of the machinery or equipment that is listed in Paragraph f.2. and 3. of the definition of "mobile equipment";

31 * 00000056274F000131681010*





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALT0056274 015601

f. Watercraft

Arising out of:

- 1) The ownership, maintenance, use, operation or loading or unloading of a watercraft described below;
- 2) The entrustment by an "insured" of a watercraft described below to any person; or
- 3) Statutorily imposed vicarious parental liability for the actions of a child or minor using a watercraft described below.

Watercraft:

- 1) With inboard or inboard-outdrive motor power of more than 50 horsepower owned by an "insured";
- 2) That is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by an "insured"; or
- 3) Which is powered by an outboard motor or motors owned by an "insured" which total more than 75 horsepower.

This exclusion does not apply:

- 1) While the watercraft is stored;
- 2) To an "occurrence" that takes place on an "insured location" resulting in "bodily injury" or "property damage"; or
- 3) To "bodily injury" sustained by a "residence employee" in the course of employment by an "insured";
- 4) To watercraft powered by an outboard motor or motors which total more than 75 horsepower owned by an "insured" who acquired it during the policy period,
- 5) To watercraft powered by an outboard motor or motors which total more than 75 horsepower owned by an "insured" who acquired it before the policy period, but only if:
 - a) You declare them at policy inception; or
 - b) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverage provided in 4) and 5) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer;

g. Aircraft

Arising out of:

- 1) The ownership, maintenance, use, operation or loading or unloading of an aircraft;
 - 2) The entrustment by an "insured" of an aircraft to any person; or
 - 3) Statutorily imposed vicarious parental liability for the actions of a child or minor using an aircraft.
- An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

This exclusion does not apply to "bodily injury" sustained by a "residence employee" in the course of employment by the "insured" but not the result of operating or maintaining the aircraft;

h. War

Caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

i. Motorized Vehicle, Mobile Equipment and Watercraft Activity or Contest

Arising out of a motorized vehicle, "mobile equipment" or watercraft while:

- 1) Being operated in any racing, speed, pulling or pushing, demolition or stunting activity or contest or in the practice or preparation for such activity or contest;
- 2) Being transported by a "motor vehicle" owned or operated by, or rented or loaned to, any "insured"; or
- 3) Used for hire or charter, except as provided for under "custom farming" coverage;

j. Use of Livestock or Other Animals

Arising from "livestock" or other animals being ridden in or being prepared for a prearranged race. This exclusion only applies to an "occurrence" that takes place at the location of the race;

k. Communicable Disease

Arising out of the transmission of a communicable disease by an "insured";

l. Child Care Services

Arising out of child-care services subject to licensing;

m. Sexual Molestation, Corporal Punishment or Physical or Mental Abuse

Arising directly or indirectly from the active participation of any person in an actual, alleged, or threatened act of sexual molestation, corporal punishment, or physical or mental abuse;

n. Pollution

- 1) Arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, the air, or any body of water. This exclusion n.1) does not apply if the above is sudden and accidental. Our total limit of liability for any one "occurrence" determined to be sudden and accidental will be \$25,000;
- 2) To any loss, cost or expense arising out of any:

INSURED COPY
POLICY NUMBER
FO 0131681 01

- a) Request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants";
- o. Custom Farming**
Arising out of the performance of or failure to perform "custom farming" operations. But, this exclusion will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";
- p. Migrant and Seasonal Agricultural Worker Protection Act**
For damages awarded under:
1) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.), hereinafter the MSAWPA;
2) Any law, due to violation of the MSAWPA, or
3) Any regulation promulgated pursuant to the MSAWPA;
- q. Employees' Retirement Income Security Act**
For any obligation of the "insured" under the Employees' Retirement Income Security Act and any amendments to it, or any similar federal, state, or local statute;
- r. Employment Related Practices**
1) To a person arising out of any:
a) Refusal to employ that person;
b) Termination of that person's employment;
c) Employment-related practices, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2) To the spouse, child, parent, brother or sister of a person, as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in r.1) above is directed.
This exclusion (r.) applies whether the "insured" may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury;
- s. Controlled Substances**
Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;
- t. Loss Assessment**
For any loss assessment charged against you as a member of an association, corporation, or community of property owners except as provided under Section II - Additional Coverages;
- u. Nuclear Energy Liability**
1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Energy Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
2) Resulting from the "hazardous properties" in "nuclear materials" and with respect to which:
a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
b) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3) Resulting from "hazardous properties" of "nuclear material", if:
a) The "nuclear material" is at any "nuclear facility" owned by, or operated by or on behalf of, any "insured" or has been discharged or dispersed there from;
b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of, by or on behalf of an "insured"; or
c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of an "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion u.3)c) applies only to "property damage" to such "nuclear facility" and any property thereat;

00000056274F0001316810110*

*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

v. Distribution of Material in Violation of Statutes

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- 3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

w. Contractual Liability

- 1) Assumed by an "insured" under any contract or agreement not in writing or in connection with an "insured's" "business."
- 2) Which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a) That the "insured" would have in the absence of the contract or agreement; or
 - b) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

This exclusion does not apply to a warranty of farm goods and produce grown or raised by an "insured";

x. Alcoholic Beverages

For which any "insured" may be held liable by reason of:

- 1) Causing or contributing to the intoxication of a person;
- 2) The furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- 3) A law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if you are in the "business" of manufacturing, distributing, selling, or serving alcoholic beverages.

y. Release or Discharge from Aircraft

Arising out of the release or discharge of any substance, material, or "pollutants" from any aircraft;

2. Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others, do not apply to "bodily injury":

a. Employers Liability

Sustained by

- 1) Any employee (other than a "residence employee") as a result of his or her employment by the "insured";
- 2) Any "residence employee", unless the employee makes a written claim or brings suit no later than 36 months after the end of the policy period; or
- 3) The spouse, child, parent, brother or sister of any employee as a consequence of "bodily injury" to that employee.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

The only exception to this exclusion is an "occurrence" of "bodily injury" for which the "insured" has assumed liability under an "insured contract";

b. Workers' Compensation or Similar Law

To any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under a workers' compensation, non occupational disability or occupational disease law, unemployment compensation or similar law;

c. Bodily Injury to an Insured

To any "insured" under part a.1) of the definition of "insured".

This exclusion also applies to any claim made or suit brought against you or an "insured":

- 1) To repay; or
- 2) Share damages with;

Another person who may be obligated to pay damages because of "bodily injury" to an "insured";

d. Personal Injury

Arising out of "personal injury".

3. Coverage G - Farm Personal Liability and Coverage H - Medical Payments to Others, do not apply to "property damage":

a. Care, Custody or Control

To property owned, used, or rented by an "insured" or in the care, custody, or control of an "insured" except as provided in Section II - Additional Coverages item 4. Fire Legal Liability.

b. Recall of Products, Work or Impaired Property

For damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) "Your product",
- 2) "Your work", or



F0 0131681 01

*// *MF002-201406

31

[illegible]



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

- i) Request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- ii) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants";

b. "Personal Injury":

1) Business Pursuits

Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

2) Civic or Public Activities for Pay

Arising out of civic or public activities performed for pay by an "insured";

3) Personal Injury to An Insured

Arising out of injury to you or to any "insured" within the meaning of "insured" as defined in Definitions. This exclusion also applies to any claim made or suit brought against you or any "insured" to:

a) Repay; or

b) Share damages with:

another person who may be obligated to pay damages because of such "personal injury".

c. "Advertising Injury":

1) Breach of Contract

A breach of contract, other than misappropriation of advertising ideas under an implied contract;

2) Quality or Performance of Goods - Failure to Conform to Statements

The failure of goods, products or services to conform to any statement of quality or performance made in your advertisement;

3) Wrong Quotation or Description of Prices

The wrong quotation or description of the price of goods, products or services stated in your advertisement; or

4) Business of Advertising, Broadcasting, Publishing or Telecasting

An offense committed by an "insured" whose "business" is advertising, broadcasting, publishing or telecasting.

5. Coverage H - Medical Payments to Others, does not apply to "bodily injury":

a. Worker's Compensation or Similar Law

To any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under a workers' compensation, non occupational disability or occupational disease law, unemployment compensation or similar law;

b. Insured

To any "insured";

c. Injury to Resident

To any person, other than a "residence employee", regularly residing on any insured location;

d. Professional Services and Business Pursuits

To any person, except a "residence employee," while on an "insured location" because of:

1) Professional services being rendered there; or

2) "business" activities engaged in there except incidental "business" type exposures covered under this policy whether or not associated with "farming";

e. Farm Employees or Others Maintaining the Farm

To any "farm employee" or other person engaged in work usual or incidental to "farming" activities, but not any person while on an "insured location" in a neighborly exchange of labor for which the "insured" is not obligated to pay any money;

f. Nuclear Energy

From any nuclear reaction, radiation or radioactive contamination, however caused, or any consequence of any of these;

g. Coverage G Exclusion

To any person, if the "bodily injury" is excluded under Coverage G;

h. Residence Employee Away from Insured Location

To a "residence employee" if the "bodily injury":

1) Occurs off the "insured location"; and

2) Does not arise out of or in the course of the employment by an "insured".



STATE AUTO®

Insurance Companies

INSURED COPY

POLICY NUMBER

FO 0131681 01

6. Coverage I - Farm Employers Liability and Coverage J - Farm Employees Medical Payments, do not apply to:

a. Workers Compensation or Similar Law

"Bodily injury" to any "farm employee" if benefits are either payable or required to be provided under workers' compensation, non occupational disability, or occupational disease law, unemployment compensation or similar law;

b. Aircraft

"Bodily injury" sustained by any "farm employee" while engaged in the operation or maintenance of aircraft;

c. Custom Farming

"Bodily injury" to any "farm employee" arising out of "custom farming" operations except as provided in this policy;

d. Contractual Liability

Liability assumed by an "insured" under any contract or agreement;

e. Sickness, Disease or Death

Any "farm employee" from sickness, disease, or death unless written claim is made or suit filed against an insured within 36 months after the end of the policy period;

f. Violation of Law

"Bodily injury" to any employee employed in violation of law with the knowledge or consent of the "insured";

g. Punitive or Exemplary Damages

Punitive or exemplary damages for "bodily injury" to any employee employed in violation of law.

SECTION II - CONDITIONS

1. **Limit of Liability.** Regardless of the number of "insureds", claims made, suits brought, or persons or organizations injured, our total liability under Coverage G for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage G stated in the Declarations. Our total liability under Coverage H for all medical expenses payable for "bodily injury" to one person as the result of one accident will not exceed the limit of liability for Coverage H as stated in the Declarations.
2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence."
3. **Duties in the Event of Occurrence, Claim or Suit.** In case of an accident or "occurrence", the "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:
 - a. Give written notice to us or our agent as soon as practicable, which sets forth:
 - 1) The identity of the policy and "insured";
 - 2) Reasonably available information on the time, place, and circumstances of the accident or "occurrence"; and
 - 3) Names and addresses of any claimants and witnesses.
 - b. Promptly forward to us every notice, demand, summons, or other process relating to the accident or "occurrence".
 - c. Cooperate with us in the investigation, settlement or defense of any claim or suit; and assist us to enforce any right of recovery which the "insured" may have against a party causing the loss.
 - d. Notify law enforcement if a law may have been violated.
 - e. At our request, help us:
 - 1) To make settlement;
 - 2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - 3) With the conduct of suits and attend hearings and trials;
 - 4) To secure and give evidence and obtain the attendance of witnesses.
 - f. Under the coverage Damage to Property of Others: Submit to us within 60 days after the loss, a sworn proof of loss and exhibit the damaged property, if in the "insured's" control.
 - g. The "insured" will not, except at the "insured's" own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the "bodily injury".
4. **Duties of an Injured Person - Coverage H - Medical Payments to Others.** The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as practicable;
 - b. Authorize us to obtain copies of medical reports and records; andThe injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

31 * 0000056274F00131681010*

31



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

5. **Payment of Claim - Coverage H - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
6. **Legal Action Against Us.**
 - a. No action can be brought against us unless there has been full compliance with all the policy provisions;
 - b. No one will have the right to join us as a party to any action against an "insured";
 - c. Also, no action with respect to Coverage G can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of any of our obligations under this policy.
8. **Other Insurance - Coverage G.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
9. **Policy Territory.** Except for "bodily injury" or "property damage" which arises out of "your product", this policy applies to "bodily injury" or "property damage" which occurs anywhere in the world. For "bodily injury" or "property damage" which arises out of "your product", this policy applies anywhere in the world only if:
 - a. The product is sold for use or consumption in the United States, its territories or possessions, Puerto Rico, or Canada; and
 - b. The original suit is brought in any of these places.
10. **Insurance Under Two or More Coverages.** If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

GENERAL CONDITIONS

1. **Policy Period.** This policy applies only to loss which occurs during the policy period.
2. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements; relating to this insurance.
3. **Liberalization Clause.** If we make any change which broadens the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
4. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
5. **Conformity with Statute.** Any terms of this policy which are in conflict with the statutes of any state this policy is written in will be amended to conform to those statutes.
6. **Nonrenewal.** We may elect not to renew this policy. We may do so by delivery to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
7. **Cancellation.**
 - a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
 - b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. Cancellation notice will be mailed to you at your mailing address shown in the declarations.
Proof of mailing will be sufficient proof of notice.
 - 1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - 2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date of cancellation.
 - 3) When this policy has been in effect for 60 days or more or at any time if it is a renewal with us, we may cancel for the following reasons, by letting you know 30 days before the date of cancellation.
 - a) If the risk has changed substantially during the policy period resulting in a material increase in hazard;
 - b) If reinsurance on the risk has been cancelled;
 - c) If you fail to comply with safety recommendations requested by us; or
 - d) If there has been a material misrepresentation of fact which if known would have caused us not to issue the policy, or if any act of fraud occurs during the policy period;
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.


STATE AUTO®

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALT0056274 015601

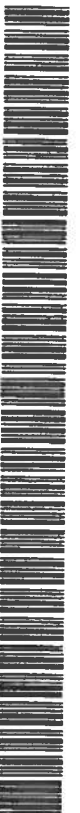
BILBAOVI3 LANDSCAPE TA03

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date of cancellation.
8. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
9. **Subrogation.** With our permission an "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, an "insured" must:
- Transfer those rights to us;
 - Sign and deliver all related papers and cooperate with us;
 - Do nothing after loss to impair our rights;
 - At our request, bring suit; and
 - Pay us for any recovery you receive from another party for a property loss we pay to you or for you. Subrogation does not apply to Coverage H - Medical Payments or Damage to Property of Others.
10. **Death.** This only applies if the "insured" is an individual. If any person named in the Declarations or the spouse, if a resident of the same household, dies:
- We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death.
 - "Insured" includes:
 - Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
11. **Premium.**
- All premiums for this policy will be computed in accordance with our rules, rates, and minimum premiums in effect at policy issuance.
 - A premium shown as advance premium is only a deposit premium. It will be applied to the amount of the earned premium due at the end of the policy period.
 - At the end of each audit period the earned premium will be computed and, upon notice to you, will become due and payable.
 - If the earned premium for the policy period is less than the premium previously paid, we will return to you the unearned portion of the premium.
 - You must keep records of information necessary for the premium computation. You must also send copies of these records to us at the end of the policy period and at any time during the policy period that we request.
12. **Inspections and Surveys.**
- We have the right to:
 - Make inspections and surveys at any time;
 - Give you reports on the conditions we find; and
 - Recommend changes.
 - We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to the insurability and the premiums to be charge. We do not undertake to perform the duty of any person or organization to provide for the health or safety workers or the public. And we do not warrant the conditions:
 - Are safe or healthful; or
 - Comply with laws, regulations, codes or standards.
 - Paragraphs a. and b. of this condition apply not only to us, but also to any organization which is acting at our request on our behalf.
 - Paragraph b. of this condition does not apply to any inspections, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
13. **Examination of Your Books and Records.**
We may examine and audit your books and records at any time during the policy period or within three years after the termination of this policy. However, our right to examine and audit is restricted to the subject matter of this insurance.
14. **Effective Time.** The time of inception and the time of expiration of this policy and any attached schedules or endorsements will be 12:01 am standard time. To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy will not become effective until such other coverage has terminated.
15. **Continuous Renewal.** Subject to our consent and subject to all the terms of the policy, this policy may be continued in force by your payment of the required continuation premium for each successive policy period. The continuation premium, computed in accordance with the manuals we are using at the time, must be received by us or our authorized representative prior to the expiration of the then current policy period. If the

00000056274F000131681010*

*

31





STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

premium is not so received, the policy shall terminate. This insurance will continue in force as to only the interest of a mortgagee (or trustee) declared under this policy for ten (10) days after mailing written notice of termination to the mortgagee (or trustee) and shall then terminate.

If during any policy period we adopt a revision of the policy, we shall at the beginning of the new policy period either endorse the policy to include such changes or replace that policy with the policy then in current use.

DEFINITIONS

1. **"Advertising Injury"** means an injury arising out of one or more of the following offenses:
 - a. Oral or written publications of material:
 - 1) That slanders or libels a person or organization;
 - 2) That disparages a person's or organization's goods, products or services; or
 - 3) That violates a person's right of privacy;
 - b. Misappropriation of another's advertising ideas or style of doing business; or
 - c. Infringing upon another's copyright, trade dress, title, slogan, trademark or trade name.
2. **"Bodily injury"** means bodily harm, sickness, or disease sustained by a person including required care, loss of services, and death that results.
3. **"Business"** means property, enterprise or activities pertaining to any trade, profession, or occupation for the purpose of monetary or other compensation. Business does not mean:
 - a. "farming";
 - b. "custom farming";
 - c. incidental activities that are usually performed by minors; or
 - d. roadside stands used solely for the sale of the "insured's" produce.
4. **"Collapse"** means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
 - a. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of "collapse";
 - b. A part of a building that is standing is not considered to be in a state of "collapse" even if it has separated from another part of the building;
 - c. A building that is standing or any part of a building that is standing is not considered to be in a state of "collapse" even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
5. **"Custom farming"** means the use of any "farm machinery" or draft animal in connection with farm operations for hire, but does not mean those farming operations performed for others for which no compensation is received or as a neighborly exchange of services.
6. **"Farm employee"** means an employee of an "insured" whose duties are principally in connection with your "farming" operations. But this does not include:
 - a. You and your spouse if a resident of your household;
 - b. Any other person under the age of 21 residing in your household;
 - c. A "residence employee";
 - d. A person performing exchange labor;
 - e. An employee while engaged in any "business" other than "farming".
7. **"Farm machinery"** means equipment propelled by its own motor or designed to be pulled by equipment propelled by its own motor and includes but is not limited to crawlers, tractors, harvesting equipment and other implements of husbandry designed for use:
 - a. Principally off public roads; and
 - b. As implements for planting or cultivating the soil, producing or harvesting of crops, servicing livestock and including all necessary or related operations.
8. **"Farm personal property"** means equipment, supplies, and products of "farming" or ranching operations, including but not limited to feed, seed, fertilizer, "livestock", poultry, grain, hay, straw, silage, "farm machinery" and tools.
9. **"Farming"** means:
 - a. The ownership, maintenance, or use of the "insured location" for the cultivation of the soil, production of crops and the raising or care of animals, primarily "livestock", including all necessary or related operations.
 - b. The operation of roadside stands, on your "insured location", maintained solely for the sale of farm products produced principally by you but does not include other retail or "business" activities unless described in the Declarations.
 - c. Ranching which is generally "farming" in the Western United States but primarily refers to the raising of "livestock" under range conditions.



POLICY NUMBER

FO 0131681 01

*// *MF002-201406



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any other contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

This item (e.) does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

15. "Insured location" means:

- a. The farm premises (including grounds and private approaches) and "residence premises" shown in the Declarations of this policy.
- b. Any other premises, other structures, and grounds used by you as a residence and:
 - 1) Which is shown in the Declarations; or
 - 2) Which is acquired by you during the policy period for your use as a residence.
- c. Any part of a premises;
 - 1) Not owned by an "insured"; and
 - 2) Where an "insured" is temporarily residing;
- d. Vacant land, other than farmland, owned by or rented to an "insured";
- e. Land owned by or rented to an "insured" on which:
 - 1) A one- or two-family dwelling is being built as a residence for an "insured"; or
 - 2) A building or structure is being built for use of an "insured" in "farming" operations.
- f. Individual or family cemetery plots or burial vaults of an "insured"; or
- g. Any part of a premises occasionally rented to an "insured" for other than "business" use;
- h. Any farm premises (including its grounds and private approaches) that you or your spouse acquires during the policy period.

16. "Livestock" means cattle, sheep, swine, goats, horses, mules, donkeys and hybrids thereof.

17. "Mobile equipment" means the following, including any attached machinery or equipment.

- a. Bulldozers, forklifts and tractors, crawlers, harvesting equipment and other "farm machinery" designed for use:
 - 1) Principally off public roads; and
 - 2) As implements for cultivating or harvesting;
- b. Vehicles while on premises you own or rent;
- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted;
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning and geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

- 1) Equipment designed primarily for:
 - a) Road maintenance, but not construction or resurfacing; or
 - b) Street cleaning;
- 2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other "motor vehicle" insurance law are considered a "motor vehicle".



STATE AUTO
Insurance Companies

INSURED COPY

POLICY NUMBER

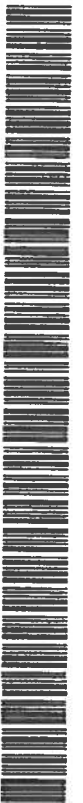
F0 0131681 01

BH BARW12 LANDSCAPE TA051

18. **"Motor vehicle"** means a motorized land vehicle, trailer, or semi-trailer (including any attached machinery or apparatus):
- Designed principally for travel on public roads; or
 - Required to be licensed for use on public roads; or
 - Subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- The following are not considered "motor vehicles", unless they are being towed by or carried on a "motor vehicle":
- Boats;
 - The following types of trailers - utility, boat, camping, mobile home or travel; and
 - "Recreational motor vehicles"; and
 - Any equipment which is designed for use principally off public roads and is not licensed for road use; and
 - "Mobile Equipment".
19. **"Nuclear facility"** means:
- Any "nuclear reactor";
 - Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing, or packaging "waste"; and
 - Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
20. **"Nuclear hazard"** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
21. **"Nuclear material"** means "source material", "special nuclear material" or "by-product material".
22. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
23. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period.
24. **"Personal injury"** means injury, other than "bodily injury," arising out of one or more of the following offenses:
- False arrest, detention, or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, by or on behalf of its owner, landlord, or lessor.
 - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
 - Oral or written publication of material that violates a person's right of privacy.
25. **"Pollutants"** means:
- Any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids, alkalis, smoke, vapor, soot, fumes, chemicals, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - electronic or magnetic emissions, whether visible or invisible, and sound emissions.
26. **"Property damage"** means:
- Physical damage to, destruction of, or loss of use of tangible property; Loss of use is deemed to occur at the time of the "occurrence" that caused it; or
 - All forms of radioactive contamination of property.
27. **"Recreational motor vehicle"** means a golf cart, snowmobile, all-terrain vehicle, and if not subject to "motor vehicle" registration, any other land motorized vehicle, including its equipment, designed for recreational use.
28. **"Residence employee"** means:
- An employee of an "insured" whose duties are principally related to the maintenance or use of the "residence premises," including household or domestic services; or
 - One who performs similar duties elsewhere not related to the "business" or "farming" operations of an insured.
29. **"Residence premises"** means:
- The one- or two-family dwelling, shown in the Declarations, where you primarily reside and including structures and grounds next to it;

* 00000056274F0001316810110*

31





STATE AUTO[®]
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

- b. That part of any other building where you reside which is used as a private residence and shown in the Declarations of this policy; but excluding any part of the premises used for "business".
30. **"Source material"**, "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
31. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
32. **"Unoccupancy"** or "unoccupied" means the condition of:
- A dwelling (except while being constructed) not being lived in; or
 - Any other building or structure (except while being constructed) not being used; even if it contains furnishings or other property customary to its intended use or occupancy.
33. **"Vacancy"** or "vacant" means the condition of a building or structure (except while being constructed) not containing sufficient furnishings or other property customary to its intended use or occupancy.
34. **"Waste"** means any waste material:
- Containing "by-product material" other than the tailing or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
35. **"Your product"**
- Means:
Any goods or products manufactured, sold, handled, distributed, or disposed of by:
 - 1) You; and
 - 2) Others trading under your name; or
 - 3) A person or organization whose "business" or assets you have acquired.
 - Includes:
 - 1) Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product"; and
 - 2) Containers (other than vehicles), materials, parts, or equipment furnished in connection with "your product"; and
 - 3) The providing of or failure to provide warnings or instructions.
 - Does not include property, including real property that is rented to or placed for the use of others but not sold.
36. **"Your work"**
- Means:
 - 1) Work or operations performed by you or on your behalf; and
 - 2) Materials, parts or equipment furnished in connection with such work or operations.
 - Includes:
 - 1) Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your work"; and
 - 2) The providing of or failure to provide warnings or instructions

**STATE AUTO®**

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR *R

37WALTO056274 015601

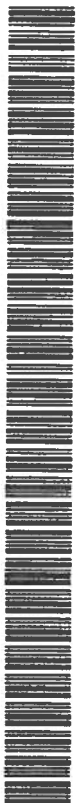
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA SECURITY FARM AND RANCH ENDORSEMENT

1. Section I - Property Coverages, Coverage B - Personal Property, Special Limits of Liability are amended as follows.
 - a. Item 5.b. goldware, goldplated ware, silverware, silverplated ware and pewterware are increased from \$3,000 to \$5,000.
 - b. Item 5.c. firearms are increased from \$3,000 to \$5,000.
2. Section I - Property Coverages, Coverage C - Loss of Use is amended as shown in the paragraphs below.
 - a. The first sentence regarding the limit of liability for Coverage C is deleted and replaced by the following:
The limit of liability for Coverage C is not subject to a dollar amount, but is subject to the following conditions:
 - b. Under Coverage C item 1. Additional Living Expense, the first paragraph is amended to read:
Payment under this additional coverage will be for the shortest time required to repair or replace the damaged property or if you permanently relocate, the shortest time required for your household to settle elsewhere. The maximum time provided in either case is twelve months from the date of loss.
 - c. Under Coverage C item 2. Fair Rental Value, the last paragraph is amended to read:
We will not pay for any expenses that do not continue while the rental portion of the described dwelling is uninhabitable. Payment under this additional coverage will be for the shortest time required for repair or replacement of the damaged property. The maximum time period provided is twelve months from the date of loss.
3. Section I - Additional Coverages is amended as follows.
 - a. Item 4. Refrigerated Products is increased from \$1,000 to \$1,500.
 - b. Item 5. Trees, Shrubs, Plants, and Lawns is increased from \$500 to \$1,000.
 - c. Item 6. Fire Department Service Charge, the phrase 'We will pay up to \$1,000' is replaced by 'We will pay all reasonable and necessary expenses'. All other provisions of this additional coverage apply.
 - d. Item 26. "business" property on the "insured location" is increased from \$2,500 to \$5,000.
4. Section I - Additional Coverages. The following new coverages are added.
 - a. Arson Reward
We will pay \$5,000 as a reward for information which leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this additional coverage shall not be increased. Any "insured" under this policy is not eligible for this payment.
No deductible applies to this additional coverage.
 - b. Fire Extinguisher Recharge Expense
We will pay the lesser of the cost of recharging or replacing your fire extinguishers or fire extinguishing systems (including hydrostatic testing if needed), because they are discharged as a result of fighting a fire on or within 100 feet of your "insured location". The most we will pay under this additional coverage is \$1,500 for any one "occurrence".
No deductible applies to this additional coverage.
 - c. Rented Golf Cart Coverage
Coverage is provided for a rented motorized golf cart while being operated by an "insured" on a golf course or golf premises for golfing purposes. Our maximum limit of coverage under this provision shall not exceed \$5,000. We do not cover loss or damage caused by wear and tear, gradual deterioration, mechanical breakdown, repair or theft.
No deductible applies to this coverage.
5. Section I - Exclusions, Water Damage, item 3.c. does not apply to Section I - Perils Insured Against item 17. "Collapse" of dwelling and buildings.
6. Section II - Exclusions are amended as follows.
 - a. Under exclusion e. Motor Vehicle, item 2)b) under what this exclusion does not apply to is amended to read:
Owned by an "insured" and;
i. On an "insured location"; or

00000056274F0001316810110*

31





STATE AUTO®

Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

- ii. Off an "insured location" but only if the motorized land conveyance:
- i) Was not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; or
 - ii) Is not a motorized bicycle, moped or motorized golf cart, regardless of the speed capability.
- b. Under exclusion e. Motor Vehicle, item 4) under what this exclusion does not apply to is amended to read:
- A motorized golf cart when used to play on a golf course, or used as transportation to and from a golf course on other than public roads, including incidental or necessary use of public roads as access to and from the golf course.

All other provisions of this policy apply.

This endorsement is part of the policy when the form number is shown in the Declarations.

**STATE AUTO**[®] INSURED COPY

Insurance Companies

POLICY NUMBER
F0 0131681 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA SECURITY FARM AND RANCH ENDORSEMENT**SECTION I****1. Section I - Additional Coverages is amended as follows:**

- a. Item 9. Farm Operations Records limit of liability is increased from \$2,500 to \$4,000.
- b. Item 10. Newly Acquired and Replacement "Farm Machinery" limit of liability is increased from \$50,000 to \$100,000.
- c. Item 11. "Farm Machinery" and "Mobile Equipment" of Others limit of liability is increased from \$25,000 to \$100,000.
- d. Item 14. Private Power and Light Poles limit of liability is increased from \$1,500 to \$2,500.
- e. Item 15. New Construction limit of liability is increased from \$50,000 to \$100,000.
- f. Item 24. Pollutant Clean-Up and Removal limit of liability is increased from \$10,000 to \$25,000.

2. Section I - Additional Coverages is amended with the addition of the following new coverages:**g. Item 26. "Farm Machinery" Towing and Labor Costs Coverage is added as follows:**

We will pay up to \$250 for towing and labor cost incurred each time "farm machinery" insured under Coverage E - Blanket Farm Personal Property or Coverage F - Scheduled Farm Personal Property is disabled. Towing and labor must be performed by a farm equipment dealer or other organization in the "business" of towing farm equipment and the labor must be performed at the place of disablement.

No deductible applies to this coverage.

h. Item 27. Non-Depreciation of Partial Losses - "Farm Machinery" is added as follow:

The loss settlement provisions for "farm machinery" insured under Coverage E, Blanket Farm Personal Property, and Coverage F, Scheduled Farm Personal Property is amended to provide the full cost of repairs for partial losses in excess of the applicable deductible and without deduction for depreciation.

Exclusions

Non-depreciation of partial losses does not apply to:

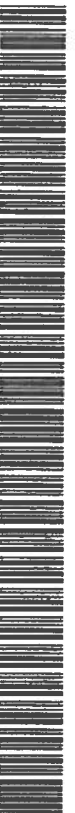
- a. any item of "farm machinery" that is over 5 years old;
- b. batteries, tires, filters, belts, chains and canvases.

Conditions

- a. We will not pay more than actual cash value for any loss or damage until actual repair or replacement is completed.
- b. You may make claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.
- c. In the event you elect not to repair the item we will pay no more than the cost of the repair with deduction for depreciation.
- d. In no event shall the full cost of repair exceed the actual cash value of the item of "farm machinery" damaged;

SECTION II**3. Section II - Exclusions item o., Custom Farming is amended by increasing the receipts threshold from \$5,000 to \$10,000.****4. Section II - Additional Coverages is amended with the addition of the following new coverages:****a. Item 7. Employer's Non-Owned Automobile Liability**

We will pay up to our limit of liability on "bodily injury", "property damage" and medical payments for





STATE AUTO®
Insurance Companies

INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALT0056274 015601

loss or damage resulting from an employee's use of an automobile while being used in the insured's farming operation, provided such automobile is not owned, registered to, leased or hired by, operated or occupied by an insured. This coverage shall be excess insurance for any other valid or collectible insurance available.

b. Item 8. Employee Medical Payments Extension

Coverage J - Farm Employees' Medical Payments is extended to apply to payment of all necessary and reasonable medical expenses for each "farm employee" who sustains "bodily injury" in an "occurrence" involving the maintenance, use, operation, loading or unloading of a "motor vehicle" or watercraft while acting within the scope of his or her "farming" duties.

This coverage extension is not additional insurance and is excess over any other valid and collectible medical coverage available to the employee who has sustained the "bodily injury".

This coverage does not apply if the injured employee is covered by a workers compensation, non occupational disability or occupational disease law, unemployment compensation or similar law.

All other provisions of this policy apply.

This endorsement is a part of this policy when the form number is shown in the Declarations.

POL. FO 0131681

31 37 0131681
AGCY 56274

EFFECTIVE DATE: 05/09/2014
NAMED INSURED: RANDY S GILLIS

S C H E D U L E
O F L C O A T I O N S

0001	113 GILLIS LANE-GREENSBURG, PA - MAIN LOCATION/FARM LOCATION	222 ACRES
0002	2021 TOURE 819-GREENSBURG, PA - RENTAL DWELLING	1 ACRE

T O T A L A C R E A G E 223



WFS GILL ACV * R

37WALT0056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

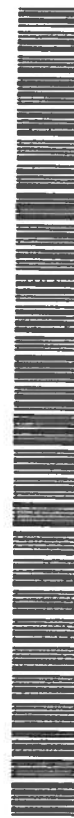
APPLICABLE FORMS AND ENDORSEMENTS

Forms and Endorsements Made Part of the Policy

NEW	FORM OR ENDORSEMENT	EDITION	FORM DESCRIPTION
*	CA0001	03/06	Business Auto Coverage Form
*	IL0246	09/07	Pennsylvania Changes - Cancellation & Non-Renewal
*	CA0180	10/13	Pennsylvania Changes
*	FA2019	06/14	Common Policy Jacket
*	IL0017	11/98	Common Policy Conditions
*	IL0003	09/08	Calculation Of Premium
*	IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
*	SA1013	04/04	Electronic Equipment Coverage
*	SA0051	12/04	Mobile Equipment Coverage
*	SA1024	05/07	Comprehensive Coverage Deductible
*	FA122PA	12/08	Important Info for Pennsylvania Policyholders
*	IL0120	05/11	Pennsylvania Changes - Defense Cost
*	CA2394	03/06	Silica or Silica-Related Dust Exclusion for Covered Auto Exposure
*	CA9917	03/06	Individual Named Insured
*	CA2384	01/06	Exclusion Of Terrorism
*	CA2192	06/10	Pennsylvania Uninsured Motorists Coverage Nonstacked
*	CA2193	06/10	Pennsylvania Underinsured Motorists Coverage - Nonstacked
*	CA2237	03/06	Pennsylvania First Party Benefits
*	CA2238	03/95	Pennsylvania Added & Combination First Party Benefits

00000056274BAF01314650110*

30





WFS GILL ACV * R 37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01**BUSINESS AUTO COMMON POLICY DECLARATIONS****Item One:**

NAMED INSURED AND MAILING ADDRESS. RANDY S GILLIS 113 GILLIS LANE GREENSBURG, PA 15601		AGENT NAME AND ADDRESS WALTON AND SUDER INSURANCE AGE PO BOX 580 GREENSBURG, PA 15601	
POLICY PERIOD From: 05/09/2015 To: 05/09/2016		AGENT TELEPHONE (724) 834-0605	AGT. NO. 0056274
COVERAGE IS PROVIDED BY: State Automobile Mutual Insurance Company			
ISSUE TYPE. Renewal		AFTER-HOURS CLAIMS SERVICE 800-766-1853 or www.stateauto.com	
		A STATE AUTO INSURED SINCE 2014	

The coverage and these declarations are effective - 12:01 AM Standard Time on 05/09/2015 at the above mailing address.

THE NAMED INSURED IS Individual	BILLING ACCOUNT NUMBER CB00599273 Direct Bill insured full pay
BUSINESS DESCRIPTION Farm	BILLING QUESTIONS? Call 800-444-9950 X5118
PREVIOUS POLICY NUMBER. BAF0131465	AUDIT PERIOD IF APPLICABLE None

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY

TOTAL POLICY PREMIUM

\$658.00

Notice to Pennsylvania insureds: If this policy affords physical damage collision coverage and a covered auto symbol 1 or 8 is shown next to the physical damage collision coverage on the applicable auto declarations, we provide collision damage to rental vehicles. If not shown, we do not afford collision damage coverage to rental vehicles. Any such insurance provided is excess over any other collectable insurance.

These declarations together with the Common Policy Conditions and coverage form(s) and endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____
(Date) (Authorized Representative)

Issue Date 03/25/2015
•//•CA0002-200603

12:51:30 AM

CA0002 (03/06) Page 001 of 004

0000139 Printed
03/26/15 04 40 49



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

Policy Conditions Applicable to State Automobile Mutual Insurance Company

Dividends

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its Code of Regulations.

Non-Assessable

This policy is non-assessable and the insured shall be neither liable for the payment of any assessment nor for the payment of any premium other than that stated in your policy.

Notice of Annual Meeting

While your policy is in force, you are one of our members and entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 a.m., Columbus time, on the first Friday of March, in our Home Office at 518 East Broad Street in Columbus, Ohio.

IN WITNESS WHEREOF, we have caused this policy to be signed by our authorized officers.

Secretary

James A. Yano

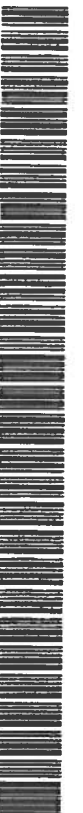
President

Robert P. Restrepo, Jr.



* 00000056274BAF0131465010*

30





WFS GILL ACV * R

37WALTO0056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

FARM AUTOMOBILE POLICY

State Automobile Mutual Insurance Company

518 East Broad Street * Columbus, Ohio 43215-3976 * 614-464-5000



INSURED COPY

POLICY NUMBER

F0 0131681 01

GILL FR * R

37WALTO056274 015601

TO: INSURED

RANDY S AND WENDY S GILLIS
113 GILLIS LANE
GREENSBURG PA 15601



Your Independent Agent

WALTON AND SUDER INSURANCE AGE
PO BOX 580
GREENSBURG PA 15601



STATE AUTO®
Insurance Companies

INSURED COPY

POLICY NUMBER
FO 0131681 01

GILL FR *R

37WALT0056274 015601

POLICY EFFECTIVE
05/09/15

31

TO INSURED

RANDY S AND WENDY S GILLIS
113 GILLIS LANE
GREENSBURG, PA

15601

INDEPENDENT AGENT

WALTON AND SUDER INSURANCE AGE
PO BOX 580
GREENSBURG, PA
PHONE: (724) 834-0605

15601

Attached is your policy and/or any policy changes. Please contact your agent if you have any questions.

Information about your coverages and any applicable special discounts is listed on the attached Declaration page(s). Any new contracts and policy conditions also are attached.

The State Auto Insurance Companies and your independent agent strive to provide overwhelming service to you. Please let us know how we can best serve your needs.

POLICY INFORMATION

--- STATEMENT OF ACCOUNT ---

FO 0131681 0141
RANDY S AND WENDY S GILLIS
DIRECT BILL INSURED FULL PAY

PREMIUM AMOUNT..... \$2,197.00

ENCLOSED DOCUMENTS ARE POLICY
INFORMATION ONLY
YOUR BILL WILL BE SENT SEPARATELY,
IF NEEDED.

THANK YOU FOR LETTING US SERVE
YOUR INSURANCE NEEDS

POLICY NUMBER: FO 0131681 01

NOTICE OF POLICIES AND PRACTICES OF THE DISCLOSURE OF NONPUBLIC, PERSONAL INFORMATION

The State Auto Insurance Companies are required by federal statute--specifically, the Gramm Leach Bliley Act--to provide you with certain information about our practices regarding the nonpublic, personal information we obtain from, and about, you in the ordinary course of business. Our practices of information-gathering in order to provide your personal insurance are usual and appropriate and done in an acceptable manner for the purposes of insurance underwriting and reinsurance.

We collect the following categories of nonpublic, personal information in the normal course of business:

- * Information we receive from you on applications or other forms, such as social security numbers;
- * Information about your transactions with us, our affiliates, and others, such as arising from any claims you have presented or your coverage with an affiliate of ours;
- * Information we receive from a consumer-reporting agency, including credit scores, motor vehicle records, loss history information, prior insurance information, property characteristic and geographic information.

We may disclose any of the nonpublic, personal information you share with us to third parties who help us perform our business function of underwriting and pricing your insurance, settling claims, and otherwise servicing you and your policy(ies). This would include the following types of nonaffiliated entities: consumer-reporting agencies, insurance adjusters, rating bureaus, insurance department regulators, insurance agencies, property inspectors, and other insurance support organizations. The law permits disclosures to the entities described here, and we only disclose your nonpublic, personal information as permitted by law.

We may also share with our affiliates all of the information that we collect to conduct our business, to provide our customers with the best possible products and services, and for other purposes.

If you are a new customer and prefer that we not share certain information with our affiliates, you can opt out of this information-sharing by completing the request at the bottom of this notice.

SEE NEXT PAGE

BIBAROV2 LANDSCAPE TAGS

If you are an existing customer and have already told us your sharing preference, no action is needed unless you want to change your information-sharing preference. To change your preference at any time, also complete the request at the bottom of this notice.

An opt-out of affiliate-sharing will not apply to: information about transactions or experiences between you and our affiliates or us; information provided to affiliates that provide services to us or on our behalf; or to other information disclosed as permitted by law. For example, an opt-out will not apply to information about your transactions with us (such as name, address, and payment history) or your experiences with us (such as your claim activity).

The election will remain effective until you revoke it in writing as long as you continue to have a relationship with us. If your present relationship with us terminates (that is, if you become a former customer), your request will continue to apply to information we have collected while you were our customer until you revoke it in writing. If there is more than one named insured (any named insured can request that we not share information), the request will apply to all named insureds on the policy. We will process your opt-out request as soon as reasonably practicable after we receive it.

If you choose this opt-out option, please understand that we may not be able to provide the best and fastest service for you or be able to advise you of products and services that may be available.

In addition, we do not disclose nonpublic, personal information about former customers except as permitted by law.

State Auto seeks to maintain the confidentiality of your nonpublic, personal information. State Auto intends for its employees to access customers' and consumers' nonpublic, personal information only in the course of their servicing our products. We notify each employee of our strict employment policy against any employee accessing nonpublic, personal information for any reasons other than to fulfill their job requirements or as permitted by law. All employees are also required to report to their supervisor any unauthorized use of customers' and consumers' nonpublic, personal information of which any employee becomes aware, so that the matter may be investigated and appropriate disciplinary action taken.

POLICY NUMBER: FO 0131681 01

Named Insured(s): _____

Date: _____

Signature of Named Insured: _____



- ☐ I prefer that State Auto not share any of my personal information with any of its affiliated companies.
- ☐ I wish to change my information-sharing preference and allow State Auto to share my personal information with any of its affiliated companies.

Please mail this election to:

State Auto Insurance Companies
Attention: Work Flow Department
P.O. Box 182822
Columbus, Ohio 43218-2822

AU303 (01/13) Page 2 of 2

•//•AU303-201301

31 * 00000056274F0001316810110*



NOTICE OF COMPANY MERGER

This notice serves as a reminder that Meridian Citizens Mutual Insurance Company has merged with and into State Automobile Mutual Insurance Company effective June 30, 2014. As a result, your renewal policy has been written by State Auto Mutual and any references to the company name within your policy documents have been changed to State Auto Mutual.

FM4154 (06/14)

•//•FM4154-201406

IMPORTANT NOTICE TO POLICYHOLDERS

PENNSYLVANIA

NO COVERAGE IS PROVIDED BY THIS NOTICE; NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE POLICY SHALL PREVAIL.

You should read your policy and review your Declarations page for complete information on the coverages you are provided. This is to advise regarding changes to your policy. The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

Mandatory coverage provisions should appear on your policy. Optional coverages may or may not appear on your policy. Please refer to the forms listing on the Declarations page to determine which optional coverages affect your policy.

REVISED MANDATORY ENDORSEMENTS

The following form changes refer to mandatory coverage provisions which should appear on your policy.

1. **MF002 (06/14) Farm and Ranch Policy replaces MF002 (06/11).** This form has been extensively rewritten and expanded with several important changes as follows:

Section I - Property Coverages

- * Coverage **A1** - Private Structures: Added item **4** and item **6** under what this property does not include.
- * Coverage **B** - Personal Property: Under 'Our limit of liability for personal property usually located:' added in item 1. an exception for students as relates to the limit for personal property usually located at an insured's location, other than the residence premises. Added item **2.** to limit the amount of coverage for personal property located elsewhere on the insured location from the dwelling or private structures.
- * Coverage **B** - Personal Property: Under Special Limits of Liability deleted limits for business property on and off an insured location.
- * Coverage **B** - Personal Property: Under Coverage **B**, we do not cover: Amended item **6** to read just business property. Also, combined items **10., 11., 12., and 13.** into one item **10.** so as to allow an exception to the property excluded if specifically insured under the policy.

Section I - Perils Insured Against

- * Under Special Perils item **12** removed the verbiage: that would apply if this endorsement were not attached to the policy form.
- * Under Coverage **B** - Personal Property special perils changed the number **18** to **17** in item one to reference the correct item number for the broad peril of collapse.

Section I - Additional Coverages

- * Amended item **11** by increasing the amount of coverage included from \$10,000 to \$25,000 and changing the intent of coverage from excess to primary.
- * Amended item **13** by adding an additional item (item a.) under what we will not cover.
- * Amended item **14** by deleting the following verbiage: 'If specific private power and light poles are shown in the Declarations, the Limits of Insurance shown for them will be in addition to this additional coverage amount'. This is no longer correct and is not needed.
- * Added items **26** and **27** relating to business personal property coverage on or off an insured location.

Section I - Conditions

Amended item **4**, Deductible by adding quotation marks around the word occurrence as this is a defined term.

Section II - Exclusions

In item **6** added a title to each exclusion for easier identification.

General Conditions

Amended item **9** Subrogation by adding the verbiage: 'With our permission' and added quotation marks around the word insured.

Definitions

In item 25, Pollutants removed the redundant reference to acids and alkalis as these items were listed twice.

Company name changed to State Automobile Mutual.

2. **PF397 (06/14) Farm and Ranch Policy Jacket** replaces **PF397 (09/09)**. Company name change to State Automobile Mutual.
3. **AU303 (01/13) Notice of Policies and Practices of the Disclosure of Nonpublic Personal Information** replaces **AU303 (01/11)**. Changing the street address referenced to a post office box.

NEW OPTIONAL ENDORSEMENTS

1. **PF005 (02/13) Field or Pasture Fence Coverage**. This optional form provides coverage for field or pasture fencing.
2. **PF006 (02/13) Exclusion of Activity or Operation - Section II**. This optional form provides the ability to exclude an unacceptable liability exposure.
3. **PF009 (02/13) Coverage A1 - Exclusion of Buildings or Structure**. New form which will allow an option of excluding an undesirable building or structure which would otherwise be automatically covered under Coverage A1.
4. **PF010 (02/13) Functional Replacement Cost**. New Loss Settlement provision for dwellings with year of construction prior to 1940.
5. **PF011 (02/13) Cosmetic Loss or Damage to Class Four Roof Exclusion**. This new form excludes loss due to cosmetic loss or damage to class four roofs.
6. **PF012 (11/13) Farm Office Contents Coverage**. This new form provides coverage for farm office contents when included coverage is insufficient.
7. **PF013 (09/13) Theft of Building Materials - Barns, Farm Buildings, Other Structures**. New form which provides theft of building materials for outbuilding structures.
8. **PF411 (03/12) Vendor as Additional Insured**. This optional form provides the ability to add a vendor that distributes products for the operation as an additional insured.
9. **PF4590 (06/11) Cosmetic Loss or Damage to Metal Roof Exclusion**. This form provides the ability to exclude cosmetic damage to metal roofs only.

REVISED OPTIONAL ENDORSEMENTS

1. **FM199 (06/11) Farm and Ranch Prime of Life Endorsement** replaces **FM199 (03/11)**. Changed Farm & Ranch to Farm and Ranch as well as some editorial changes.
2. **FM2081 (10/11) Uninsured Watercraft Coverage** replaces **FM2081 (09/09)**. The reference to Farmowners and Farm Liability in Definitions item 4 and Limit of Liability item 2 has been changed to Farm and Ranch.
3. **PF001 (08/12) 1% Windstorm/Hail Deductible** replaces **PF4505 (02/11)**. This form provides a minimum and a maximum dollar deductible.
4. **PF002 (08/12) 2% Windstorm/Hail Deductible** replaces **PF4506 (02/11)**. This form provides a minimum and a maximum dollar deductible.
5. **PF003 (08/12) 5% Windstorm/Hail Deductible** replaces **PF4507 (02/11)**. This form provides a minimum and a maximum dollar deductible.

6. **PF375 (02/12) Additional Insured - Designated Location Only** replaces **PF375 (09/09)**. Corrected the word 'personal' in the first line to read 'person'.
7. **PF382 (06/11) Farm and Ranch Builders Risk Endorsement** replaces **PF382 (06/11)**. Changed Farm & Ranch to Farm and Ranch as well as some editorial changes.
8. **PF391 (05/11) Livestock Suffocation Endorsement** replaces **PF391 (09/09)**. Remove reference to old contract forms, editorial & format changes.
9. **PF757 (02/12) Extra Security Farm and Ranch Endorsement** replaces **PF757 (06/11)**. Changed the reference to Farm & Ranch in the title to Farm And Ranch. Made other editorial and formatting changes.
10. **PF852 (02/12) Ultra Security Farm and Ranch Endorsement** replaces **PF 852 (06/11)**. Changed the reference to Farm & Ranch in the title to Farm And Ranch. Made other editorial and formatting changes.

If you have any questions regarding these changes, you should contact your agent.

WE APPRECIATE YOUR CONTINUED BUSINESS

FM4093 (06/14) Page 3 of 3

•//•FM4093-201406



PRIME OF LIFE®

CONGRATULATIONS! YOU ARE NOW A MEMBER OF STATE AUTOMOBILE MUTUAL INSURANCE COMPANYS' PRIME OF LIFE PLAN!

We are pleased to reward you for your record of safe, responsible driving and farm ownership. As a member of the **PRIME of LIFE** Plan, not only will you receive much value-added coverage, but also you may be entitled to a substantial discount on your eligible Farm and Ranch insurance! This is in addition to the Auto/Farm Discount and any other policy discounts you may already be receiving. You must maintain your farm or personal auto and Farm and Ranch insurance with State Auto to benefit from the plan.

PRIME OF LIFE EXTRA FARM and RANCH COVERAGES!!

Cellular Phone Coverage - This will provide coverage for direct physical loss or damage to your cell phone or other portable personal communications device which allow voice transmission which is owned by an insured.

Global Positioning System Coverage - This will pay up to \$500, without application of a deductible, for direct physical loss or damage to your portable GPS which is owned by an insured.

Computer-Personal Records Coverage - This coverage will pay up to \$1,500 to recreate nonbusiness computer records, stored on tapes, disks, or other software media, that are destroyed by a covered peril. No deductible applies to the limit afforded by this endorsement.

Increased Identity Fraud Expense Limit - The limit provided by the Farm and Ranch policy is increased by an additional \$10,000 for a total of \$25,000 to cover expenses resulting from identity theft.

Mortgage and Related Extra Expense Coverage - If you have the misfortune of suffering a total loss to your home and the need for refinancing occurs, you can be reimbursed up to \$1,000 for acquisition/closing costs plus a maximum of \$2,000 for increased interest cost. No deductible applies to this coverage.

Personal Property - Business Use Coverage - Personal property - such as computers, fax machines, desks, typewriters, printers, etc. - located on the residence premises, used at any time for business purposes, is covered for up to \$5,000. No deductible applies to the limit afforded by this endorsement.

False Alarm Coverage - Now you're covered for charges incurred if your local police or fire department answers your false alarm - up to \$1,000 per policy period. No deductible applies to this coverage.

01/28/2012 LANDSCAPE TAGS

Rented Golf Cart - Physical Damage Coverage - This unique coverage pays up to \$3,000 for damages to a rented, motorized golf cart while being used for golfing purposes. No deductible applies to this coverage.

And more, including: Fire Extinguisher Coverage and Volunteer Wrongful Acts Liability Coverage of up to \$25,000. No deductible applies to these coverages.

These are just some of the benefits you'll receive **AUTOMATICALLY** for being a member. Contact your insurance agent today to find out more about the **PRIME of LIFE Plan**. And, - thanks for being such a valued customer.

NOTE: Please refer to actual coverage endorsements for full explanation of coverages. No coverage is provided by this notice. If there is a conflict between this notice and any policy form or endorsement, the policy form or endorsement shall prevail. Above coverages apply only while you are eligible for the **PRIME of LIFE Plan**.

FM512 (06/14) Page 2 of 2

•//•FM512-201406



31 * 00000056274F000131681010*





FARM AND RANCH POLICY

State Automobile Mutual Insurance Company
518 East Broad Street * Columbus, Ohio 43215-3976 * 614-464-5000

01EAB0V12 LANDSCAPE TAGS

POLICY CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

Dividends

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its Code of Regulations.

Non-Assessable

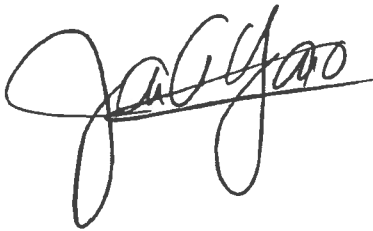
This policy is non-assessable and the insured shall be neither liable for the payment of any assessment nor for the payment of any premium other than that stated in your policy.

Notice of Annual Meeting

While your policy is in force, you are one of our members and entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 a.m., Columbus time, on the first Friday of March, in our Home Office at 518 East Broad Street in Columbus, Ohio.

In Witness Whereof, we have caused this policy to be signed by our authorized officers.

Secretary



Jay A Yano

President



Robert P Restrepo Jr.



00000056274F0001316810110*
31 *



PUUU13106101UUUU00/4131UUUUUUUUUUZ/



WFS GILL ACV * R 37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

**Vehicle/Equipment Recovery Systems Result in Raimbursement
Of Comprehensive Coverage Deductible!**

If you have invested in a vehicle/equipment recovery system (such as OnStar, LoJack, VectorTrac, and/or similar brands) - whether provided by the vehicle manufacturer or purchased and installed as an after-market item - we will reimburse you for the Comprehensive Coverage deductible, if the covered auto, farm and/or mobile equipment is stolen and later recovered with the aid of the activated vehicle/equipment recovery system.

Comprehensive Coverage must be purchased and scheduled on the specific vehicle(s), in order to qualify for this benefit.

Vehicle/Equipment Recover Systems utilize radio location (RF) or global positioning system (GPS) technology, with a small transceiver hidden in the vehicles/equipment, to send out a signal to the police department upon notification that the vehicle/equipment is stolen. When activated, the system can help law officials track the stolen vehicle/equipment, and hopefully recover it before it is further damaged, or dismantled for parts.

This notice does not alter or amend the policy. If there are any inconsistencies between the policy and this document, the policy language takes precedence. The policy is the sole source of the terms and conditions applicable to this coverage.

You should read your policy and review your declarations pages for complete information on the coverages you are provided. If you have any questions, or wish to increase or reduce your limits, please contact your State Auto agent.

Note: It should be understood that nothing herein amends the policy and State Auto reserves the right to discontinue this reimbursement offer without notice to you.



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to \$5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment

rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".



Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-Related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section II - Liability Coverage in Paragraph A. Coverage under the Business Auto, Garage and Motor Carrier Coverage Forms;
3. Section A - Coverage under the Legal Liability Coverage Form; and

4. Coverage C - Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph B. also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.



INSURED COPY

WFS GILL ACV * R

37WALTO056274 015601

BUSINESS AUTO POLICY
BAF 0131465 01

4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto". If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

C. Exclusions

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
8. Sustained by any person while "occupying":
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
9. Arising directly or indirectly out of:
 - a. A discharge of a nuclear weapon (even if accidental);
 - b. War, including undeclared or civil war;
 - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental

authority in hindering or defending against any of these.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. Changes In Conditions

The Conditions are changed for First Party Benefits as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

2. The following Conditions are added:

NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act".
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

- a. Not "occupying" an "auto"; and
- b. Not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BIZAROV12 LANDSCAPE TACS

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member".
4. "Occupying" means in, upon, getting in, on, out or off.

CA2237 (03/06) Page 3 of 3

•//•CA2237-200603

ISO Properties, Inc., 2005

00000056274BAF01314650110*

*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability CoverageThe following is added to Paragraph 2.a.
Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. Paragraph 2.b.(5) of the Duties In The Event Of An Accident, Claim, Suit Or Loss Condition is replaced by the following:

(5) After we show good cause, submit to examination at our expense, by physicians of our choice.

2. The following is added to Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us Condition:

If we make any payment due to an "accident" and the "insured" recovers from

another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. The following is added to Paragraph B. General Conditions:

Constitutionality Clause

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

* 00000056274BAF01314650110*

30



CA0180 (10/13) Page 1 of 1

*//CA0180-201310

© Insurance Services Office, Inc., 2012

BAF013146501000582/413000028000003



WFS GILL ACV * R

37WALT0056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL0246 (09/07) Page 2 of 2

■///■IL0246-200709

ISO Properties, Inc., 2006



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:
CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to

insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

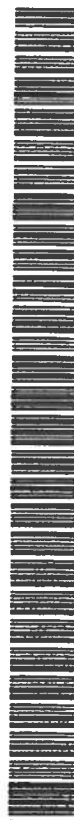
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

* 00000056274BAF0131465010*

30



**STATE AUTO®**

Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following exclusion is added to Paragraph B. Exclusions of Section II - Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and for "Garage Operations" - Covered "Autos" in the Garage Coverage Form:

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Any vehicle listed in Paragraphs 1 through 6 of the definition of "mobile equipment" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged shall be considered a covered "auto" under Section II Liability Coverage regardless of any covered auto symbol shown in the Declarations.

However, any vehicle listed in Paragraphs 1 through 6 of the definition of "mobile equipment" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged shall only be considered a covered "auto" under Section III Physical Damage Coverage if it is specifically described in the Declarations and a premium charge is shown.

SA0051 (12/04) Page 1 of 1

*//SA0051-200412

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPREHENSIVE COVERAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy.

The provisions and exclusions that apply to Physical Damage Coverage also apply to this endorsement except as changed by this endorsement.

SECTION III - PHYSICAL DAMAGE COVERAGE paragraph D. DEDUCTIBLE is replaced with the following:

D. DEDUCTIBLE

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

We will reimburse the Comprehensive Coverage deductible for "loss" caused by theft of a covered "auto" when:

1. a "vehicle-recovery system" had been installed in the covered "auto" sustaining the theft "loss" prior to the "loss"; and
2. the covered "auto" is later recovered with the aid of its activated "vehicle-recovery system".

The following definition is added to SECTION V - DEFINITIONS:

Q. "Vehicle-recovery system" means an electronic system utilizing radio location (RF) or global positioning (GPS) technology to transmit the location of a covered "auto" to a law enforcement agency or other monitoring entity.

SA1024 (05/07) Page 1 of 1

*//SA1024-200705

* 00000056274BAF01314650110*

30





INSURED COPY

 BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM

Exclusions 4.c. and 4.d. of Section III - Physical Damage Coverage are replaced by the following:

c. "Loss" to any electronic equipment that reproduces, receives, or transmits audio, visual, or data signals. This includes but is not limited to:

- 1) Radios and stereos;
- 2) Tape decks;
- 3) Compact disc systems;
- 4) Navigation systems;
- 5) Internet access systems;
- 6) Personal computers;
- 7) Video entertainment systems;
- 8) Telephones;
- 9) Televisions;
- 10) Two-way mobile radios;
- 11) Scanners; or
- 12) Citizens band radios.

This exclusion (c.) does not apply to electronic equipment that is permanently installed in a covered "auto".

The following is added to paragraph C.1. of the Limit Of Insurance provision of Section III - Physical Damage Coverage:

However, the most we will pay for "loss" to electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, which is permanently installed in a covered "auto" in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

All other provisions of this policy apply.

This endorsement is a valid part of the policy when the form number is shown on the Declarations.

SA1013 (04/04) Page 1 of 1

•//•SA1013-200404



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BIBAROV12 LANDSCAPE TAUS

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. and B.6. are exceeded.

With respect to this Exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C.5. is exceeded.

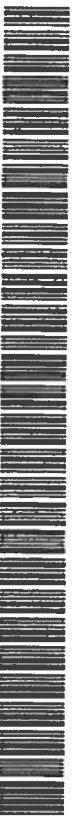
With respect to this Exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

00000056274BAF01314650110*

*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Liability Coverage:

- a. The following is added to **Who Is An Insured**:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".

- (2) Any "auto" furnished or available for your or any "family member's" regular use.

- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".

- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

B. Changes In Physical Damage PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.

3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.

4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

00000056274BAF01314650110*

30





INSURED COPY

 BUSINESS AUTO POLICY
BAF 0131465 01

- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL0021 (09/08) Page 2 of 2

•//•IL0021-200809

ISO Properties, Inc., 2007



Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

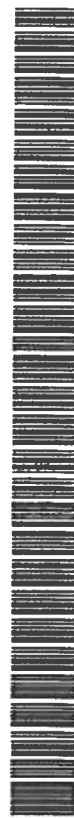
"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

* 00000056274BAF01314650110*

30





WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary

of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL0003 (09/08) Page 1 of 1
•//•IL0003-200809

ISO Properties, Inc., 2007



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

* 00000056274BAF01314650110* 30



BIBAR01/2 LANDSCAPE TACS



BAF013146501000562/413000022000003



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

3. **Accidental Death Benefits.** A death benefit paid if "bodily injury" resulting from an "accident" causes the death of you or any "family member" within 24 months from the date of the "accident".

B. EXCLUSIONS

In addition to the exclusions in the Basic First Party Benefit endorsement, the following exclusion also applies.

We will not pay:

Accidental Death Benefits on behalf of any person who intentionally caused or attempted to cause "bodily injury" to himself, herself or any other person.

C. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or the Declarations. Combination First Party Benefits are subject to a maximum total single limit of liability

with individual limits for specific benefits as shown in the Schedule or Declarations.

2. If Combination First Party Benefits are afforded, we will make available at least the minimum limit required by the "Act" for the Basic First Party Benefit. This provision will not change our total limit of liability.

D. CHANGES IN CONDITIONS

In addition to the CONDITIONS applicable to the Basic First Party Benefit endorsement, the following CONDITION also applies:

PAYMENT OF ACCIDENTAL DEATH BENEFITS

The Accidental Death Benefit under this policy will be paid to the executor or administrator of the deceased "insured's" estate. If there is no executor or administrator, benefits shall be paid to:

1. The deceased "insured's" surviving spouse; or
2. If there is no surviving spouse, the deceased "insured's" surviving children; or
3. If there is no surviving spouse or surviving children, the deceased "insured's" estate.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA ADDED AND COMBINATION**FIRST PARTY BENEFITS ENDORSEMENT**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

BASIC FIRST PARTY BENEFIT is changed as follows:

SCHEDULE

As indicated below, Added First Party Benefits or Combination First Party Benefits apply instead of the Basic First Party Benefit. The limits of liability shown for the benefits selected below replace the limits of liability shown in the Schedule for the Basic First Party Benefit.

Benefits	Limit of Liability (per insured)
<input type="checkbox"/> Added First Party Benefits	
Medical Expense Benefits	Up to \$ _____
Work Loss Benefits	Up to \$ _____ subject to a maximum of \$ _____ per month
Funeral Expense Benefits	Up to \$ _____
Accidental Death Benefits	\$ _____
<input type="checkbox"/> Combination First Party Benefits	
Maximum Total Limit for All Benefits	Up to \$ _____
Subject to the following individual limits:	
Medical Expense Benefits	No specific dollar amount
Work Loss Benefits	No specific dollar amount
Funeral Expense Benefits	Up to \$2,500
Accidental Death Benefits	\$ _____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. COVERAGE

We will pay Added First Party Benefits or Combination First Party Benefits in accordance with the "Act" up to the limits stated in the Schedule or Declarations to or for an "insured" who sustains "bodily injury" caused by an "accident" and arising out of the maintenance or use of an "auto". We will only pay Combination First Party Benefits for expenses or loss incurred within 3 years from the date of the "accident".

In addition to the Medical Expense Benefits described in the Basic First Party Benefit endorsement, Added First Party Benefits and Combination First Party Benefits also consist of:

1. Work Loss Benefits consisting of:
 - a. Loss of income. Up to 80% of the gross income actually lost by an "insured".
 - b. Reasonable expenses actually incurred to reduce loss of income by hiring:

(1) Special help, thereby enabling the "insured" to work; or

(2) A substitute to perform the work a self-employed "insured" would have performed.

However, Work Loss Benefits do not include:

- a. loss of expected income for any period following the death of an "insured"; or
- b. expenses incurred for services performed following the death of an "insured"; or
- c. any loss of income, or expenses incurred for services performed, during the first 5 working days the "insured" did not work after the "accident" because of the "bodily injury".

2. Funeral Expense Benefits. Actual expenses incurred for an "insured's" funeral or burial if "bodily injury" resulting from the "accident" causes his or her death within 24 months from the date of the "accident".



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BILBAROV2 LANDSCAPE TA09

In the event that the four-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this coverage form.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. Other Insurance in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one coverage form or policy, the following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The coverage form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all coverage forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one coverage form or policy affording coverage to an individual Named Insured or "family member".

- c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the coverage form or policy in the first priority, shall first be exhausted; and

- (2) The maximum recovery under all coverage forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one coverage form or policy affording coverage to an individual Named Insured or "family member".

- d. If two or more coverage forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;

- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules

* 00000056274BAF01314650110*

30





Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other coverage form or policy.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage - Nonstacked as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought.
- b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

2. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.
- b. Any legal action against us under this coverage form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".
- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
 - (1) We or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ 100,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
- b. Had a reasonable opportunity to protect our interests in the "suit".

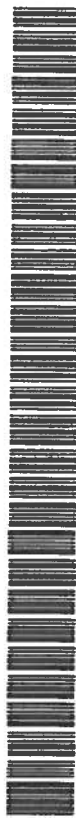
B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

* 00000056274BAF01314650110*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

First	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The coverage form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all coverage forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one coverage form or policy affording coverage to an individual Named Insured or "family member".
- c. Where there is applicable insurance available under the first priority:
- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the coverage form or policy in the first priority shall first be exhausted; and
 - (2) The maximum recovery under all coverage forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one coverage form or policy affording coverage to an individual Named Insured or "family member".
- d. If two or more coverage forms or policies have equal priority:
- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
 - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim.
5. The following condition is added:
- Arbitration**
- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they

cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;
 - (2) Is or becomes insolvent; or
 - (3) Is or becomes involved in insolvency proceedings.
 - c. For which neither the driver nor owner can be identified. The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
 - b. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this coverage form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Pennsylvania Uninsured Motorists Coverage - Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. **Legal Action Against Us** is replaced by the following:
 - a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.
 - b. Any legal action against us under this coverage form must be brought within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle". However, this Paragraph b. does not apply to an "insured" if, within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.
4. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
 - a. If there is other applicable similar insurance available under more than one coverage form or policy, the following priorities of recovery apply:

* 00000056274BAF01314650110*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA UNINSURED MOTORISTS COVERAGE NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ 100,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be

out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BILBAOVIZ LANDSCAPE TA059

property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

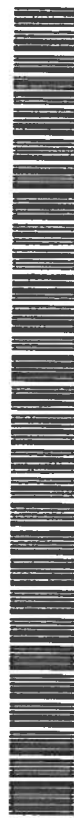
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in Paragraph 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semi-trailer.

* 00000056274BAF01314650110*

30



CA0001 (03/06) Page 10 of 10

*//CA0001-200603

ISO Properties, Inc., 2005



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the

"pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For **Hired Auto Physical Damage Coverage**, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because

00000056274BAF01314650110*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in

writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01
b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely

operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV-BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

00000056274BAF01314650110*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01
C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

**SECTION III - PHYSICAL DAMAGE
 COVERAGE**
A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

- b. "Loss" caused by hitting a bird or animal; and**

- c. "Loss" caused by falling objects or missiles.**

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

B/EAR0012 LANDSCAPE TABS

- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - Otherwise in the course of transit by or on behalf of the "insured"; or
 - Being stored, disposed of, treated or processed in or upon the covered "auto";
- Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered

"auto"; or

- After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

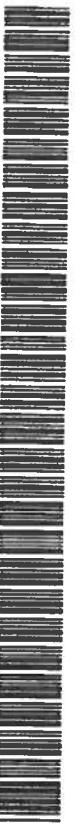
- War, including undeclared or civil war;
- Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

* 00000056274BAF01314650110*

30



BAF01314650100056274/913000014000003

**STATE AUTO®**

Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:

- (1) Employment by the "insured"; or
- (2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or



INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BH BARDWZ LANDSCAPE TAGEE

"auto" you acquire will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

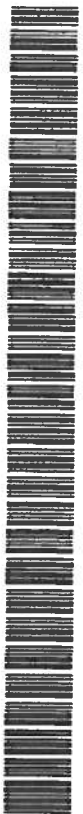
a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after

* 00000056274BAF01314650110*

30





INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for

"autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an



WFS GILL ACV * R

37WALT0056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

BR1600V12 LANDSCAPE TAGS

Please review this list of drivers and notify your agent immediately of any additional drivers or corrections. All drivers, both principal and occasional, should be listed. This list is for underwriting purposes only and does not grant insured status or coverage. Please refer to the contract for specific coverage information.

DRIVER ID	DRIVER NAME
-----------	-------------

01	Randy S Gillis
02	Wendy S Gillis

* 00000056274BAF01314650110*

30



**STATE AUTO®**

Insurance Companies

INSURED COPY

**BUSINESS AUTO POLICY
BAF 0131465 01****Item Two:** Schedule of Coverages and Covered Autos.

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Liability Insurance	07	\$500,000 Each Accident	560.00
First Party Benefits	07	See Endorsement	34.00
See state specific coverage form for details			
Funeral Expense		Up To \$1,500	.00
Accidental Death		\$5,000	.00
Uninsured Motorist Coverage	07	\$100,000 Each Accident	30.00
See state specific coverage form for details			
Underinsured Motorist Coverage	07	\$100,000 Each Accident	34.00
See state specific coverage form for details			
Estimated Total Premium			<u>\$658.00</u>

Item Three: Schedule Of Covered Autos You Own.

VEHICLE # 010		VEHICLE # 011	VEHICLE # 012	VEHICLE #
State	PA	PA	PA	
Territory	138	138	138	
Year	1991	1988	1999	
Description	FORD F250	CHEVY DUMP	CALICO STOCK TRL	
VIN	1FTHF26H4MNA38981	1GBHR34K2JJ140878	4GASS162631001869	
Age	OVER 11 YRS	OVER 11 YRS	OVER 11 YRS	
OCN	0	0	0	
Class	01169	01169	68169	
Stated Amount				
Radius	LOCAL	LOCAL		
Business Use	SERVICE	SERVICE	SERVICE	
GVW/GCW/Seating				
PREMIUMS:				
Liability	254.00	254.00	52.00	
First Party Ben	14.00	14.00	6.00	
Uninsured	15.00	15.00	.00	
Underinsured	17.00	17.00	.00	
TOTAL	<u>300.00</u>	<u>300.00</u>	<u>58.00</u>	



WFS GILL ACV * R

37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

Acct. Number CB00599273

Your Independent Agent

WALTON AND SUDER INSURANCE AGE
PO BOX 580
GREENSBURG, PA 15601

TO: INSURED

RANDY S GILLIS
113 GILLIS LANE
GREENSBURG, PA 15601

Thank you for insuring with State Auto Insurance Companies. Attached is information about your new business, renewal or policy change. Please contact your agent with any questions.

Your coverages are listed on the attached declarations pages. Any new or revised coverage forms are attached.

The State Auto Insurance Companies and your independent agent strive to provide overwhelming service to you. Please let us know how we can best serve your needs.

ENCLOSED DOCUMENTS ARE POLICY INFORMATION ONLY. YOUR BILL WILL BE MAILED SEPARATELY, IF NEEDED.

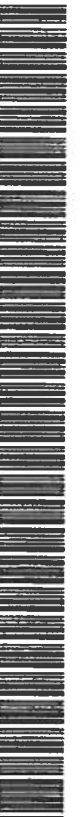
If you have questions concerning policy payment status, please call Payment Services at 1-800-444-9950, Ext. 5118.

*** SEE OTHER SIDE FOR IMPORTANT INFORMATION ***



BART 13 1400U 1UUUB6Z / 413UUBUUU2UUUUUUJ

30 * 00400056274BAF01314650110*



IMPORTANT INFORMATION FOR POLICYHOLDERS SUPPLEMENT TO APPLICATION

PENNSYLVANIA

Pennsylvania law requires us to provide you with certain notices and information in conjunction with your application for insurance. While we have done this, these requirements change from time to time. This supplement to your application relates back to the date of your application and is part of that application. The notices below replace any similar information on that application.

If you have any questions, you should contact your agent.

We appreciate your business.

THIS IS AN INFORMATIONAL PURPOSES ONLY. IF YOU WISH TO CHANGE EITHER THE LIMITS OR OPTIONS WHICH CURRENTLY APPLY TO YOUR POLICY, YOU MUST CONTACT YOUR AGENT IMMEDIATELY TO COMPLETE THE NECESSARY FORMS.

REQUIRED OFFER

Insurance companies operating in the Commonwealth of Pennsylvania are required by Pennsylvania law, PA ST 75 Pa.C.S.A. Section 1791, to make available for purchase the following benefits for you, your spouse or other relatives or minors in your custody or in the custody of your relatives, residing in your household, occupants of your motor vehicle or persons struck by your motor vehicle:

- (1) Medical benefits, up to at least \$100,000.
- (1.1) Extraordinary medical benefits, from \$100,000 to \$1,100,000 which may be offered in increments of \$100,000.
- (2) Income loss benefits, up to at least \$2,500 per month up to a maximum benefit of at least \$50,000.
- (3) Accidental death benefits, up to at least \$25,000.
- (4) Funeral benefits, \$2,500.
- (5) As an alternative to paragraphs (1), (2), (3) and (4), a combination benefit, up to at least \$177,500 of benefits in the aggregate or benefits payable up to three years from the date of the accident, whichever occurs first, subject to a limit on accidental death benefit of up to \$25,000 and a limit on funeral benefit of \$2,500, provided that nothing contained in this subsection shall be construed to limit, reduce, modify or change the provisions of section 1715(d) (relating to availability of adequate limits).
- (6) Uninsured, underinsured and bodily injury liability coverage up to at least \$100,000 because of injury to one person in any one accident and up to at least \$300,000 because of injury to two or more persons in any one accident or, at the option of the insurer, up to at least \$300,000 in a single limit for these coverages, except for policies issued under the Assigned Risk Plan. Also, at least \$5,000 for damage to property of others in any one accident.

Additionally, insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels than those enumerated above.

Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

If you have any questions or you do not understand all of the various options available to you, contact your agent or company

If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage is an optional coverage. However, it is included in your policy, unless you rejected this coverage.

You have the option of purchasing Uninsured Motorists Coverage up to the limits of your Bodily Injury Coverage. You also have the option of purchasing lower limits.

REJECTION OF "STACKED LIMITS" FOR UNINSURED MOTORISTS COVERAGE

If you would like to reject this coverage, contact your agent to complete the appropriate form.

Underinsured Motorists Coverage is insurance coverage you carry in your own policy that protects only you and your family if you are injured by a negligent driver who does not have enough bodily injury liability insurance to cover your claims and whose policy limits are less than your Underinsured Motorists Coverage limits.

If you would like to reject this coverage, contact your agent to complete the appropriate form.

If you have chosen to keep Underinsured Motorists Coverage in your policy, your next option is to determine if you wish to stack the limits of this coverage. "Stacking" means you can claim a total of the amounts of Underinsured Motorists Coverage assigned to each vehicle in your policy. If you reject "stacked limits", each vehicle insured under the policy will have its own limits of Underinsured Motorists Coverage as stated in the policy.

If you would like to reject this coverage, contact your agent to complete the appropriate form.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

To properly underwrite and rate your insurance, we obtain relevant personal information about you and other individuals who may be covered by the insurance requested, to the extent permitted by law, from persons) or other entities (other than you) in connection with your application for insurance and subsequent amendments and renewals. The information collected includes information from a credit or other type of underwriting (investigative) report for you and your spouse; prior insurance information, driving record based on state motor vehicle reports and loss information reports; and claims history based on loss information reports. When the named insured is other than an individual or individual and spouse, credit scores may be ordered on executive officers, partners, corporate members or additional insureds. Any and all information collected may be used to determine either your eligibility for insurance or the premium you will be charged.

30 * 00000056274BAF01314650110*

30

Such information as well as other personal and privileged information collected by our agents or us may, in certain circumstances, be disclosed to third parties without your authorization, but only as allowed by law.

You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

YOU SHOULD READ YOUR POLICY, ENDORSEMENTS AND DECLARATION PAGE CAREFULLY. THE COVERAGE SELECTIONS AND LIMIT CHOICES INDICATED ON THE APPLICATION OR ANY SUPPLEMENT THERETO WILL APPLY TO ALL FUTURE POLICY RENEWALS CONTINUATIONS AND CHANGES UNLESS YOU NOTIFY THE COMPANY OTHERWISE IN WRITING. IF YOU WOULD LIKE TO MAKE ANY CHANGES OR HAVE ANY QUESTIONS, YOU SHOULD CONTACT YOUR AGENT.

BKBR0012 LANDSCAPE TASSI



BAFU13146501000562/413000000000003



30 * 00000056274BAF01314650110*



WFS GILL ACV * R 37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

IMPORTANT NOTICE TO POLICYHOLDERS

PENNSYLVANIA

NO COVERAGE IS PROVIDED BY THIS NOTICE; NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE POLICY SHALL PREVAIL.

You should read your policy and review your Declarations page for complete information on the coverages you are provided. This is to advise regarding changes to your policy. The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

Mandatory coverage provisions should appear on your policy. Optional coverages may or may not appear on your policy. Please refer to the forms listing on the Declarations page to determine which optional coverages affect your policy.

MANDATORY ENDORSEMENTS

The following form change refers to mandatory coverage provisions which should appear on your policy.

1. **AU303 (01/13) Notice of Policies and Practices of the Disclosure of Nonpublic Personal Information** replaces **AU303 (01/11)**. Changing the street address referenced to a post office box.
2. **FA2019 (06/14) Farm Auto Policy Jacket** replaces **FA2019 (03/07)**. Incorporated form FM2003 (05/03) into this form.
3. **CA0180 (10/13) Pennsylvania Changes** replaces **CA0180 (09/97)**. Editorial changes including numeration.
4. **CA2394 (03/06) Silica or Silica-Related Dust Exclusion for Covered Auto Exposure**. New mandatory form that excludes silica exposure.

If you have any questions regarding these changes, you should contact your agent.

WE APPRECIATE YOUR CONTINUED BUSINESS



INSURED COPY

BUSINESS AUTO P
BAF 0131465

BH-BARDV12 LANDSCAPE TACS

NOTICE OF COMPANY MERGER

This notice serves as a reminder that Meridian Citizens Mutual Insurance Company has merged with and into State Automobile Mutual Insurance Company effective June 30, 2014. As a result, your renewal policy has been written by State Auto Mutual and any references to the company name within your policy documents have been changed to State Auto Mutual.

FM4154 (06/14)
*// *FM4154-201406

* 00000056274BAF0131465-

30



BAF013146501000562741300000050000003





WFS GILL ACV * R 37WALTO056274 015601

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01POLICY NUMBER: BAF 0131465 01

NOTICE OF POLICIES AND PRACTICES OF THE DISCLOSURE OF NONPUBLIC, PERSONAL INFORMATION

The State Auto Insurance Companies are required by federal statute--specifically, the Gramm Leach Bliley Act--to provide you with certain information about our practices regarding the nonpublic, personal information we obtain from, and about, you in the ordinary course of business. Our practices of information-gathering in order to provide your personal insurance are usual and appropriate and done in an acceptable manner for the purposes of insurance underwriting and reinsurance.

We collect the following categories of nonpublic, personal information in the normal course of business:

- * Information we receive from you on applications or other forms, such as social security numbers;
- * Information about your transactions with us, our affiliates, and others, such as arising from any claims you have presented or your coverage with an affiliate of ours;
- * Information we receive from a consumer-reporting agency, including credit scores, motor vehicle records, loss history information, prior insurance information, property characteristic and geographic information.

We may disclose any of the nonpublic, personal information you share with us to third parties who help us perform our business function of underwriting and pricing your insurance, settling claims, and otherwise servicing you and your policy(ies). This would include the following types of nonaffiliated entities: consumer-reporting agencies, insurance adjusters, rating bureaus, insurance department regulators, insurance agencies, property inspectors, and other insurance support organizations. The law permits disclosures to the entities described here, and we only disclose your nonpublic, personal information as permitted by law.

We may also share with our affiliates all of the information that we collect to conduct our business, to provide our customers with the best possible products and services, and for other purposes.

If you are a new customer and prefer that we not share certain information with our affiliates, you can opt out of this information-sharing by completing the request at the bottom of this notice.

SEE NEXT PAGE



INSURED COPY

BUSINESS AUTO PC
BAF 0131465 0

BLEAR012 LANDSCAPE TAGS

If you are an existing customer and have already told us your sharing preference, no action is needed unless you want to change your information-sharing preference. To change your preference at any time, also complete the request at the bottom of this notice.

An opt-out of affiliate-sharing will not apply to: information about transactions or experiences between you and our affiliates or us; information provided to affiliates that provide services to us or on our behalf; or to other information disclosed as permitted by law. For example, an opt-out will not apply to information about your transactions with us (such as name, address, and payment history) or your experiences with us (such as your claim activity).

The election will remain effective until you revoke it in writing as long as you continue to have a relationship with us. If your present relationship with us terminates (that is, if you become a former customer), your request will continue to apply to information we have collected while you were our customer until you revoke it in writing. If there is more than one named insured (any named insured can request that we not share information), the request will apply to all named insureds on the policy. We will process your opt-out request as soon as reasonably practicable after we receive it.

If you choose this opt-out option, please understand that we may not be able to provide the best and fastest service for you or be able to advise you of products and services that may be available.

In addition, we do not disclose nonpublic, personal information about former customers except as permitted by law.

State Auto seeks to maintain the confidentiality of your nonpublic, personal information. State Auto intends for its employees to access customers' and consumers' nonpublic, personal information only in the course of their servicing our products. We notify each employee of our strict employment policy against any employee accessing nonpublic, personal information for any reasons other than to fulfill their job requirements or as permitted by law. All employees are also required to report to their supervisor any unauthorized use of customers' and consumers' nonpublic, personal information of which any employee becomes aware, so that the matter may be investigated and appropriate disciplinary action taken.

POLICY NUMBER: BAF 0131465 01

Named Insured(s): _____

Date: _____

Signature of Named Insured: _____

- ☐ I prefer that State Auto not share any of my personal information with any of its affiliated companies.
- ☐ I wish to change my information-sharing preference and allow State Auto to share my personal information with any of its affiliated companies.

Please mail this election to:

State Auto Insurance Companies
Attention: Work Flow Department
P.O. Box 182822
Columbus, Ohio 43218-2822

30 * 00000056274BAF0131465

BAF013146501000562741300000060000003

BH EANOY12 LANDSCAPE TAGS3



1314850 1000502/413000000000003



30 * 000000562748AF01314650110*

**STATE AUTO®**

Insurance Companies

INSURED COPY

BUSINESS AUTO POLICY
BAF 0131465 01

POLICY EFFECTIVE DATE: 05/09/2015

INSURED: RANDY S GILLIS
113 GILLIS LANE
GREENSBURG, PA 15601AGENT: 0056274
WALTON AND SUDER INSURANCE AGE
PO BOX 580
GREENSBURG, PA 15601**IMPORTANT NOTICE**

THIS IS NOT A BILL BUT AN INFORMATION PAGE. IF YOU WISH TO CHANGE EITHER THE LIMITS OR OPTIONS WHICH CURRENTLY APPLY TO YOUR POLICY, **YOU MUST CONTACT YOUR AGENT** IMMEDIATELY TO COMPLETE THE NECESSARY FORMS.

MINIMUM MOTOR VEHICLE INSURANCE COVERAGE INFORMATION

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AS ENACTED BY THE GENERAL ASSEMBLY, ONLY REQUIRE THAT YOU PURCHASE LIABILITY AND FIRST-PARTY MEDICAL BENEFIT COVERAGES. ANY ADDITIONAL COVERAGES IN EXCESS OF THE LIMITS REQUIRED BY LAW ARE PROVIDED AT YOUR REQUEST AS ENHANCEMENTS TO BASIC COVERAGES.

			ANNUAL
SINGLE LIMIT	\$35,000	PER ACCIDENT	\$323.00
FIRST PARTY MEDICAL BENEFITS -			
	\$5,000	PER PERSON	\$19.00
TOTAL			\$342.00

PLEASE NOTE: THIS IS NOT A BILL BUT AN INFORMATION PAGE TO INFORM YOU OF THE COST FOR MINIMUM COVERAGES.